

<i>SERFF Tracking Number:</i>	<i>NWFA-125848465</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Nationwide Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40553</i>
<i>Company Tracking Number:</i>	<i>VAC-0116AOCV</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Nationwide Destination L</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Filing at a Glance

Company: Nationwide Life Insurance Company

Product Name: Nationwide Destination L

SERFF Tr Num: NWFA-125848465 State: ArkansasLH

TOI: A03I Individual Annuities - Deferred
Variable

SERFF Status: Closed

State Tr Num: 40553

Sub-TOI: A03I.002 Flexible Premium

Co Tr Num: VAC-0116AOCV

State Status: Approved-Closed

Filing Type: Form

Co Status: Pending

Reviewer(s): Linda Bird

Authors: Todd Beshara, Grace
Holland, LaToyia Martin, Leonja
Merritt, Darcy Spangler, Natalie
Walden

Disposition Date: 10/22/2008

Date Submitted: 10/13/2008

Disposition Status: Approved

Implementation Date Requested: 01/05/2009

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Pending

Project Number:

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Concurrently being
filed in Nationwide's state of domicile, Ohio.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 10/22/2008

State Status Changed: 10/22/2008

Deemer Date:

Corresponding Filing Tracking Number:

Filing Description:

Nationwide certifies that, to the best of its knowledge and belief, the forms submitted comply with all of the laws and regulations of your state.

INDIVIDUAL FLEXIBLE PURCHASE PAYMENT VARIABLE DEFERRED ANNUITY CONTRACT FILING

SERFF Tracking Number:	NWFA-125848465	State:	Arkansas
Filing Company:	Nationwide Life Insurance Company	State Tracking Number:	40553
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Contract VAC-0116AOCV

Contract Specifications Page VAB-0134AO

Application VAA-0118AO

Electronic New Business Application VAA-0119AO

Combination Enhanced Death Benefit II Option VAR-0145AO

One-Year Death Benefit Option VAR-0146AO

One-Month Death Benefit Option VAR-0147AO

CPPLI VAR-0148AO

Fixed Account Endorsement VAZ-0153AO

Nationwide will begin utilizing these forms as of January 5, 2009 and with the acceptance of the SEC filing.

Description of the Contract

The Contract is an individual flexible purchase payment variable deferred annuity contract that may be distributed through third party financial institutions, broker dealers, wirehouse channels, and captive Nationwide agents. The base Contract is written for non-qualified issuance only. However, it may also be sold as an IRA, Roth IRA, SEP IRA, SIMPLE IRA, 401(a) (investment only), 401(k), or Charitable Remainder Trust (CRT). When the Contract is of a type other than non-qualified, the Contract will be issued with the appropriate tax endorsement listed below.

The product is designed for customers who need additional retirement savings vehicles or who have separated from an employer and need to roll-over their retirement plan savings. It also serves investors who want to protect beneficiaries against possible loss of contract value at the time of the annuitant's death via guaranteed minimum death benefits.

The contract has a Flesch readability score of 51.9

Description of the Contract Specifications Page

Contract Specifications Page - VAB-0134AO is for use with the filed Contract and is included in this filing for the Department's approval.

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Project Name/Number:	/		

Description of the Applications

Applications - VAA-0118AO, VAA-0119AO (Electronic New Business Application) are for use with the filed Contract and are included in this filing for the Department's approval.

Please note: The marks located in the upper left and lower right-hand corners on the application VAA-0118AO are formatting marks and do not represent variability.

Description of the Options

Combination Enhanced Death Benefit II Option - VAR-0145AO is only available at time of application and only to contracts with annuitants who are age 75 or younger at time of issue. If elected, this option is irrevocable and amends the contract as follows:

- The death benefit is the greater of (1) the contract value; (2) total purchase payments made to the contract reduced by any surrender in the proportion that such Surrender reduced the contract value on the date of surrender; (3) the greatest contract anniversary value before the deceased applicable annuitant's 81st birthday. The contract anniversary value is equal to the contract value on a contract anniversary plus any purchase payments since that contract anniversary and reduced by any surrenders since that contract anniversary in the same proportion that each such surrender reduced the contract value on the date of surrender; and (4) the 5% interest anniversary value.
- When this option is elected, Nationwide deducts an additional charge at an annual rate of 45 basis points of the daily net asset value of the Variable Account.

This option has a Flesch readability score of 55.9.

One-Year Death Benefit Option - VAR-0146AO is only available at time of application and only to contracts with annuitants who are age 80 or younger at time of issue. If elected, this option is irrevocable and amends the following contract features:

- The death benefit is the greater of (1) the contract value; (2) the sum of all purchase payments, less all surrenders; (3) the greatest contract value on any one-year contract anniversary prior to the applicable deceased annuitant's 86th birthday, less an adjustment for each amount subsequently surrendered, plus purchase payments received after that contract anniversary.
- The spousal protection feature described in the Contract can be used with this option.

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- Electing this option adds 20 basis points to the variable account charge of the Contract.

This option has a Flesch readability score of 66.3.

One-Month Death Benefit Option - VAR-0147AO is only available at time of application and only to contracts with annuitants who are age 75 or younger at time of issue. If elected, this option is irrevocable and amends the following contract features:

- The death benefit is the greater of (1) the contract value; (2) the sum of all purchase payments, less all surrenders; (3) the greatest contract value on the date of issue or on any monthly contract anniversary prior to the applicable deceased annuitant's 81st birthday, less an adjustment for each amount subsequently surrendered, plus purchase payments received after that contract anniversary.
- Adjusted Death Benefit: Contracts with cumulative purchase payments in excess of \$3,000,000 will receive an adjusted death benefit.
- Electing this option adds 35 basis points to the variable account charge of the Contract.

This option has a Flesch readability score of 68.3.

Capital Preservation Plus Lifetime Income Option (the "Option") - VAR-0148AO if elected, the Option amends the contract listed above to add the options:

- Available to new and existing contract owners age 35 and older.
 - Definitions of terms key to understanding the Option are provided.
 - Benefit - The benefits of this Option are divided into two distinct phases: (1) Capital Preservation Plus (accumulation) phase and the (2) Lifetime Withdrawal (withdrawal benefit) phase.
1. Capital Preservation Plus Phase - This option permits a Contract Owner to elect a Program. The Program requires a percentage of the Contract Value to be invested in permitted Sub-Accounts of the Variable Account(s) or the Fixed Account, if applicable, for a period that matches the duration of the Program (the Program will expire at the end of the calendar quarter following the 3rd, 5th, 7th or 10th anniversary of the initial allocation).
 2. Lifetime Withdrawal phase - If initiation of the Lifetime Withdrawal phase is elected, the Benefit Base will be established and Nationwide will transfer the entire Benefit Base amount to an investment allocation elected by the Determining Life from then available options and this option will become irrevocable during the lifetime of the Determining Life.

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This option has a Flesch readability score of 50.2.

Description of the Endorsement

Fixed Account Endorsement - VAZ-0153AO if available adds a fixed account to the funding options. Any decision to not offer the Fixed Account would be on a prospective basis only. The Fixed Account would never be removed from a Contract that had already been issued; however, restrictions to the Fixed Account that are reflected in the endorsement would apply. The decision to offer or not offer the Fixed Account with the Contract would be made in a nondiscriminatory manner.

This endorsement has a Flesch readability score of 51.1.

Items Bracketed as Variable

Contract

Nationwide officers' signatures on the face page of the contract and the telephone number are bracketed as well as the annuity tables as they may change over time.

Contract Specifications Page

The bracketed items on the Contract Specifications Page are customized for each contract based on the information provided by the contract owner at time of application.

Applications

VAA-0118AO

- The post office box and zip code found in the address is bracketed as well as the phone number, as they may change over time.
- The marketing name and product identifier number in the bottom right-hand corner are bracketed as other proprietary relationships may decide to market this product.

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Product Name: Nationwide Destination L
Project Name/Number: /

- The underlying mutual fund options are bracketed in sections 2a, 3a, 3b, 4a and 4b to allow fund name changes or to add/delete funds from this product.

VAA-0119AO

- The bracketed items on the Electronic New Business Application are customized for each application based on the information provided by the contract owner at time of application.
- The post office box and zip code found in the address is bracketed as well as the phone number, as they may change over time.
- The underlying investment options are bracketed to allow fund name changes or to add/delete funds from this product.

Endorsement

Nationwide officers' signatures are bracketed as they change over time.

Options

Nationwide officers' signatures are bracketed as they change over time.

Other Information

Nationwide will utilize the following previously approved forms with the Contract.

VAZ-0149AO: Individual Retirement Annuity Endorsement
APO-6293: Roth Individual Retirement Annuity Endorsement
APO-6296: Charitable Remainder Trust Annuity Endorsement
APO-6295: Qualified Plan Endorsement
APO-6300: SIMPLE Individual Retirement Annuity Endorsement
APO-6284: Beneficiary Protector II Option

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VAR-0144AO Lifetime Income Option

VAZ-0142AO: Endorsement to Lifetime Income (L.Inc) Option

The following forms will be issued with the Contract:

Life and Disability Insurance Guaranty Association Act Notice Life 3940-A
Important Information for Contract Owners APO-6301-1

Nationwide's printers use various fonts and layouts; therefore, Nationwide reserves the right to format the pages of these forms to conform to the printer's requirements. No change in language will occur, only a possible page break or page renumbering.

Company and Contact

Filing Contact Information

Natalie Walden, Specialist, Corporate Compliance
PO Box 182455
Columbus, OH 43272-8921
waldenn@nationwide.com
(800) 691-0023 [Phone]
(614) 249-2112[FAX]

Filing Company Information

Nationwide Life Insurance Company
PO Box 182455
1-33-102
Columbus, OH 43272-8921
(800) 691-0023 ext. [Phone]
CoCode: 66869
Group Code: 140
Group Name:
FEIN Number: 31-4156830
State of Domicile: Ohio
Company Type:
State ID Number:

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? No
Fee Explanation: \$50 per each policy including all forms associated with the policy and filed with the policy.
Per Company: No

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COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Nationwide Life Insurance Company	\$50.00	10/13/2008	23145575

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved	Linda Bird	10/22/2008	10/22/2008

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Disposition

Disposition Date: 10/22/2008

Implementation Date:

Status: Approved

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Memorandum of Variability		Yes
Form	Contract		Yes
Form	Contract Specifications Page		Yes
Form	Application		Yes
Form	Electronic New Business Application		Yes
Form	Combination Enhanced Death Benefit II Option		Yes
Form	One-Year Death Benefit Option		Yes
Form	One-Month Death Benefit Option		Yes
Form	Capital Preservation Plus Lifetime Income Option (CPPLI)		Yes
Form	Fixed Account Endorsement		Yes

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Form Schedule

Lead Form Number: VAC-0116AOCV

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	VAC-0116AOCV	Policy/Cont	Contract	Initial		52	VAC-0116AOCV.pdf
		al	Certificate:				
		Amendmen	t, Insert				
		Page,	Endorseme				
		nt or Rider					
	VAB-0134AO	Data/Declar	Contract	Initial		0	VAB-0134AO.pdf
	VAA-0118AO	ation Pages	Specifications Page	Initial		0	VAA-0118AO Bracketed John Doe.pdf
	VAA-0119AO	Application/ Enrollment Form	Application	Initial		0	VAA-0119AO.pdf
	VAR-0145AO	Policy/Cont	Combination	Initial		56	VAR-0145AO.pdf
		ract/Fratern	Enhanced Death				
		al	Benefit II Option				
		Certificate:	Amendmen				
		t, Insert	Page,				
		Endorseme	nt or Rider				
	VAR-0146AO	Policy/Cont	One-Year Death	Initial		66	VAR-0146AO.pdf
		ract/Fratern	Benefit Option				
		al	Certificate:				
		Amendmen	t, Insert				

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	Page, Endorseme nt or Rider			
VAR-0147AO	Policy/Cont One-Month Death ract/Fratern Benefit Option al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	68	VAR-0147AO.pdf
VAR-0148AO	Policy/Cont Capital Preservation ract/Fratern Plus Lifetime Income al Option (CPPLI) Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	50	VAR-0148AO.pdf
VAZ-0153AO	Policy/Cont Fixed Account ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial	51	VAZ-0153AO.pdf



**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215
[1-800-848-6331]**

NATIONWIDE LIFE INSURANCE COMPANY ("Nationwide") is a Stock Life insurance Company organized under the laws of the State of Ohio. Nationwide will provide the benefits described in the Contract, including making annuity payments to the Annuitant beginning on the Annuitization Date. The Contract is provided in return for the Purchase Payment(s) made by the Contract Owner.

RIGHT TO EXAMINE AND CANCEL

THE CONTRACT OWNER HAS THE "RIGHT TO EXAMINE AND CANCEL" THE CONTRACT. THE CONTRACT OWNER MAY RETURN THE CONTRACT WITHIN TEN DAYS OF THE DATE IT IS RECEIVED BY THE CONTRACT OWNER TO THE HOME OFFICE OF NATIONWIDE OR THE AGENT THROUGH WHOM IT WAS PURCHASED. WHEN NATIONWIDE RECEIVES THE CONTRACT, IT WILL CANCEL THE CONTRACT AND REFUND THE CONTRACT VALUE IN FULL.

Please note: Nationwide reserves the right to allocate Purchase Payments received during the "Right to Examine and Cancel" period to a money market fund and will allocate the Contract Value to the underlying mutual fund options specified by the Contract Owner when the "Right to Examine and Cancel" period has expired.

THIS IS A LEGAL CONTRACT BETWEEN NATIONWIDE AND THE CONTRACT OWNER, PLEASE READ IT CAREFULLY. IF THE CONTRACT IS NOT RETURNED DURING THE "RIGHT TO EXAMINE AND CANCEL" PERIOD, THE CONTRACT OWNER WILL BE BOUND BY THE TERMS OF THE CONTRACT.

Executed for Nationwide on the Date of Issue by:

A stylized, cursive signature in dark ink, enclosed in a rectangular box.

Secretary

A stylized, cursive signature in dark ink, enclosed in a rectangular box.

President

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating

For early withdrawal: Please consult a tax advisor about your individual circumstances.

ANNUITY PAYMENTS, DEATH BENEFITS, SURRENDER VALUES, AND OTHER VALUES PROVIDED BY THE CONTRACT ARE BASED ON THE INVESTMENT EXPERIENCE OF A SEPARATE ACCOUNT. THESE VALUES ARE VARIABLE AND MAY INCREASE OR DECREASE WITH THE FLUCTUATIONS OF THE NET INVESTMENT FACTOR AND ARE NOT GUARANTEED AS TO FIXED-DOLLAR AMOUNT, UNLESS OTHERWISE SPECIFIED.

NOTICE: Details of the variable provisions of this Contract
are on pages 5, 8, 12, and 15.

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DEFINITIONS

Accumulation Unit - An accounting unit of measure used to calculate the Variable Accounts value before the Annuitization Date.

Annuitant - The person upon whose continuation of life any annuity payments involving life contingencies depends.

Annuitization - The period during which annuity payments are received by the Annuitant.

Annuitization Date - The date annuity payments begin.

Annuity Commencement Date - The date annuity payments are scheduled to begin.

Annuity Unit - An accounting unit of measure used to calculate variable annuity payments.

Beneficiary - The person designated by the Contract Owner to receive certain benefits under the Contract if the Annuitant or Contract Owner dies before the Annuitization Date and there is no surviving Joint Owner.

Contingent Annuitant - The person designated by the Contract Owner to be the recipient of certain rights or benefits under the Contract if the Annuitant dies before the Annuitization Date.

Contingent Beneficiary - The person designated by the Contract Owner to receive the benefits accorded the Beneficiary if the Beneficiary is not living when the Annuitant dies.

Contingent Owner - The person designated by the Contract Owner to succeed to the rights of a Contract Owner if the Contract Owner dies before Annuitization and there is no Joint Owner.

Contract - The terms, conditions, benefits and rights of the annuity described in this document, as well as any documents describing elected options, endorsements or attached application form.

Contract Anniversary - Beginning with the Date of Issue, each recurring one-year anniversary of the Date of Issue during which the Contract remains in force.

Contract Owner(s) - The person possessing all rights under the Contract prior to the Annuitization Date, unless there is a Joint Owner.

Contract Value - The value of the Variable Accounts.

Date of Issue - The date the first Purchase Payment is applied to the Contract.

Death Benefit - The benefit payable when the Annuitant dies before the Annuitization Date, unless a Contingent Annuitant has been named.

Hospital - A state licensed facility which: is operated as a Hospital according to the law of the jurisdiction in which it is located; operates primarily for the care and treatment of sick or injured persons as inpatients; provides continuous 24 hours a day nursing service by or under the supervision of a registered graduate professional nurse (R.N.) or a licensed practical nurse (L.P.N.); is supervised by a staff of physicians; and has medical, diagnostic, and major surgical facilities or has access to such facilities on a prearranged basis.

Joint Owner - The person possessing an undivided interest in the entire Contract with the Contract Owner. If there is a Joint Owner, references to Contract Owner and Joint Owner will apply to both of them, or either of them, unless the context requires otherwise.

Long Term Care Facility - A state licensed skilled nursing facility or intermediate care facility that does not include: a place that primarily treats drug addicts or alcoholics; a home for the aged or mentally ill, a community living center, or a place that primarily provides domiciliary, residency, or retirement care; or a place owned or operated by a member of the Contract Owner's immediate family.

Nationwide - Nationwide Life Insurance Company.

Non-Qualified Contract - A Contract that does not qualify for favorable tax treatment under Internal Revenue Code Sections 408, 408A or 401(a).

Purchase Payment(s) - New money deposited into the Contract by the Contract Owner.

Sub-Accounts - Divisions of the Variable Accounts where Accumulation Units and Annuity Units are maintained separately. Each Sub-Account corresponds to a different underlying mutual fund.

Surrender - A withdrawal of part or all of the Contract Value from the Contract.

Surrender Value - The value of amounts Surrendered from the Contract. This is the Contract Value minus any applicable charges described in the Contract and any applicable premium taxes.

Terminal Illness - An illness diagnosed after the Date of Issue by a physician that is expected to result in death within 12 months of diagnosis. A physician diagnosing a terminal illness cannot be a party to the Contract nor a member of the immediate family of such interested parties.

Valuation Date - Each day the New York Stock Exchange and Nationwide's home office are open for business or any other day during which there is a sufficient degree of trading in the Sub-Accounts of the Variable Accounts that the current net asset value of its Accumulation Units might be materially affected. Values of the Variable Accounts are determined as of the close of the New York Stock Exchange which generally closes at 4:00 pm Eastern Time, but may close earlier on certain days and as conditions warrant.

Valuation Period - The period of time commencing at the close of a Valuation Date and ending at the close of business for the next succeeding Valuation Date.

Variable Accounts - Separate investment account of Nationwide into which Purchase Payments may be allocated.

GENERAL PROVISIONS

Entire Contract

The Contract is the entire agreement between Nationwide and the Contract Owner.

Non-Participating

The Contract is non-participating. It does not share in the surplus of Nationwide.

Incontestability

This Contract is incontestable two years after the Date of Issue or during the lifetime of the Annuitant, whichever is shorter.

Contract Settlement

Nationwide may require that the Contract be returned before making any annuity payments or processing a Surrender of the entire Surrender Value.

Evidence of Survival

If annuity payments depend on a person being alive, then Nationwide may require proof that person is still living before making annuity payments.

Alteration or Modification

Changes to the Contract must be made in writing and signed by Nationwide's President or Secretary. The Contract may be modified or superseded by applicable law. Other changes to the Contract will be made only with the mutual agreement of Nationwide and the Contract Owner. A copy of the amendment will be furnished to the Contract Owner if required.

Assignment

In some cases a Contract Owner may assign some or all rights under the Contract. An assignment has to be made in writing and signed by the Contract Owner during the lifetime of the Annuitant and before the Annuitization Date. The assignment takes effect on the date it is recorded by Nationwide. An assignment will not be recorded until Nationwide has received sufficient direction from the Contract Owner and assignee as to how rights under the Contract will be allocated. Nationwide may reject or not recognize assignments designed to alter the character of the risk that it originally assumed in issuing the Contract.

Nationwide is not responsible for the validity or tax consequences of any assignment or for any payment or other settlement made prior to Nationwide's recording of the assignment.

Protection of Proceeds

Proceeds under the Contract are not assignable by any Beneficiary prior to the time they become payable. To the extent permitted by applicable law, proceeds are not subject to the claims of creditors or to legal process.

Misstatement of Age or Sex

If the age or sex of the Contract Owner, Joint Owner, Annuitant, Beneficiary or Contingent Beneficiary is misstated, all payments and benefits under the Contract will be adjusted. Payments and benefits will

be based on the correct age or sex. Proof of age of an Annuitant may be required at any time, in a form satisfactory to Nationwide. When the age or sex of an Annuitant has been misstated, the dollar amount of any overpayment will be deducted from the next payment or payments due under the Contract. The dollar amount of any underpayment made by Nationwide as a result of an age or sex misstatement will be paid in full with the next payment due under the Contract.

Reports

Before Annuitization, a report showing the Contract Value will be sent to the Contract Owner at his or her last known address at least once a year.

CONTRACT EXPENSES

Variable Accounts Charge

The base Variable Accounts charge is 1.75% on an annualized basis and compensates Nationwide for administrative and distribution expenses, as well as expenses associated with issuing, maintaining, and assuming certain risks in connection with the Contract. The election of any available options may increase this charge. Nationwide deducts this charge from the Variable Accounts each business day based on the value of the Variable Accounts.

Contingent Deferred Sales Charge ("CDSC")

A CDSC may be assessed by Nationwide for any Surrender from the Contract. The CDSC covers expenses related to the sale of the Contract. The CDSC applies only to Purchase Payments that are Surrendered.

The CDSC is calculated by multiplying the CDSC percentages in the following table by the Purchase Payments Surrendered. In calculating the CDSC, all Surrenders are treated as coming from the oldest Purchase Payment first and then from the next oldest Purchase Payment and so forth. Earnings on Surrendered Purchase Payments are not considered until all Purchase Payments are Surrendered. Amounts Surrendered as described in the "CDSC Free Partial Surrenders" paragraphs following the table are not considered a Surrender of Purchase Payments.

For federal income tax purposes, full or partial Surrenders are treated as a withdrawal of earnings first.

Number of Completed Years Measured from the Date of the Purchase Payment	CDSC Percentage
0	7%
1	7%
2	6%
3	5%
4 and after	0%

The CDSC Percentage noted in the preceding table changes to the next year's CDSC Percentage on the day before the completed Purchase Payment year.

Nationwide will waive or reduce CDSC for the following Surrenders:

- (1) CDSC Free Partial Surrenders - Each year (beginning with the Date of Issue), the Contract Owner may Surrender without CDSC an amount equal to the greatest of: (a) 10% of the net difference of Purchase Payments still subject to CDSC less Purchase Payments that have been Surrendered and were subject to CDSC; (b) the amount required to meet minimum distribution requirements under the Internal Revenue Code; or (c) the amounts in the following table that are a part of an age-based systematic Surrender program elected by the Contract Owner.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

If the total amounts Surrendered in any year exceed the "CDSC Free Partial Surrenders" amount calculated under item (c), then such total Surrendered amounts will be eligible only for "CDSC Free Partial Surrenders" amounts identified under items (a) and (b) and the total amount of CDSC charged during that year will be determined on such basis.

This CDSC Free Partial Surrender privilege described in the preceding paragraphs is non-cumulative. This means any part of the CDSC Free Partial Surrender amount not taken by the Contract Owner in a given year cannot be added to the available CDSC Free Partial Surrender amount in any later years. The CDSC Free Partial Surrender only applies to partial Surrenders. If the entire Contract is fully Surrendered, then CDSC will apply to all Purchase Payments Surrendered.

For purposes of the CDSC Free Partial Surrender privilege, a full Surrender is also considered: (a) a Surrender of the entire Surrender Value in any one year period (as measured from a Contract Anniversary date or the Date of Issue) or (b) any Surrender of 90% or more of the Contract Value.

- (2) Death Benefit Payment - CDSC is not charged on payment of the Death Benefit if the Annuitant dies before the Annuitization Date. However, if the Contract is continued and Purchase Payments are made after the death of Annuitant, a CDSC will apply to those Purchase Payments.
- (3) Annuity Payments - CDSC is not charged on amounts applied to an annuity payment option.
- (4) Certain Contract Exchanges - Nationwide may decide not to charge CDSC if the Contract is Surrendered in exchange for another contract issued by Nationwide or one of its affiliated insurance companies. Please note that a CDSC or other type of surrender charge may apply to the contract received in exchange for the Contract. If another contract issued by Nationwide or one of its affiliates is exchanged for the Contract, Nationwide may reduce the CDSC on the Contract.
- (5) Long-Term Care - Nationwide will not charge CDSC if the Contract Owner (or Annuitant if the Contract Owner is not a natural person) is confined to Long Term Care Facility or Hospital for a continuous period of 90 days or more at any time after the third Contract Anniversary. If there is a Joint Owner, the CDSC will not be charged if either Joint Owner meets the preceding requirements. A request to waive CDSC under this provision must be received while confined to the Long Term Care Facility or within 90 days after confinement ends.

- (6) Terminal Illness - CDSC will not be charged if the Contract Owner (or a Joint Owner) is diagnosed by a physician (who is not a party to the Contract nor an immediate family member of a party to the Contract) as having a Terminal Illness at any time after the Date of Issue.
- (7) Certain Group Offerings - Nationwide may reduce CDSC if the Contract is sold to a trustee, employer or similar entity under a retirement plan or in similar arrangements resulting in expense savings.

Contract Maintenance Charge

Nationwide deducts a \$30 contract maintenance charge on each Contract Anniversary and at the time of a full Surrender of the Contract. This charge compensates Nationwide for administrative expenses related to issuing and maintaining the Contract. If the Contract Value is greater than or equal to \$50,000 on a Contract Anniversary, then this charge is waived for that year and all subsequent years. If the Contract is fully Surrendered and the Contract Value at the time of Surrender is greater than or equal to \$50,000 the charge is also waived.

PARTIES TO THE CONTRACT

Nationwide and the Contract Owner (including any Joint Owner) are the primary parties to the Contract. Additional parties listed in the Contract may be entitled to certain rights, but only under specific conditions, as described in the Contract.

The Contract Owner may change a party named in the Contract, except a Joint Owner, if the change request is in writing. Changes are effective as of the date the change request is signed. Nationwide, however, is not responsible for payment or other actions taken before the change request is received. Changes to the Annuitant require Nationwide's written consent and may only be done prior to the Annuitization Date. Nationwide is not responsible for the tax implications of any changes to the named parties. Nationwide may reject changes to the parties named in the Contract if the risk originally assumed by Nationwide in issuing the Contract is materially altered, multiple annuity contracts issued by Nationwide are being utilized to cover a single risk, or if the result of the change is to transfer rights or benefits to an institutional investor.

A change of Contract Owner may require a signature guarantee and must be signed by the Contract Owner and the person designated as the new Contract Owner.

Changes to the Annuitant or Contingent Annuitant are subject to underwriting and approval by Nationwide. If any Contract Owner is not a natural person, the change of the Annuitant will be treated as the death of the Contract Owner.

Nationwide

Nationwide is a stock life insurance company organized under Ohio law. In exchange for the Purchase Payment(s) made under this Contract, Nationwide issues the Contract to the Contract Owner, assumes certain risks and promises to make certain payments.

In issuing this Contract, Nationwide intends to offer only annuity and related benefits (including death benefits) to single individuals and their beneficiaries. These benefits result in Nationwide assuming certain risks. This Contract is not intended for use by institutional investors, people trying to cover risks involving multiple lives with a single contract, or by someone trying to cover a single life with multiple Nationwide contracts.

If Nationwide discovers that the risk it intended to assume in issuing this Contract has been altered by any of the following, then Nationwide will take any action it feels is necessary to mitigate or eliminate the altered risk including, but not limited to, rescinding the Contract and returning the Surrender Value:

- (1) Information provided by the Contract Owner(s) is materially false, misleading, incomplete or otherwise deficient.
- (2) The Contract is being used with other contracts issued by Nationwide to cover a single life or risk.
- (3) The Contract is being used to cover multiple lives or risks.
- (4) The Contract is being used by an institutional investor.

Nationwide's failure to detect, mitigate or eliminate altered risk does not act as a waiver of its rights and does not bar Nationwide from asserting its rights at a future date.

Contract Owner

The Contract Owner has all rights under the Contract before the Annuitization Date, unless a Joint Owner is named. If the person purchasing the Contract names someone else as the Contract Owner, then the purchaser will have no rights under the Contract.

The Annuitant becomes the Contract Owner on the Annuitization Date.

Joint Owner

Joint Owners must be spouses at the time joint ownership is requested. Joint Owners have an undivided interest in the Contract and any exercise of ownership rights in the Contract must be in writing and signed by both Joint Owners.

Contingent Owner

The Contingent Owner may receive benefits under the Contract, but only if the Contract Owner is not named as the Annuitant, dies prior to the Annuitization Date, and there is no surviving Joint Owner. If more than one Contingent Owner survives the Contract Owner, each will share equally unless otherwise specified in the Contingent Owner designation.

If a Contract Owner is named as the Annuitant and dies before the Annuitization Date, then the Contingent Owner does not have any rights in the Contract. If a surviving Contingent Owner is also named as the Beneficiary, then the surviving Contingent Owner will have all the rights of a Beneficiary.

Annuitant

The Annuitant is the person who will receive annuity payments upon Annuitization. The Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Annuitant to be older. The Annuitant may not be changed prior to the Annuitization Date without Nationwide's written consent.

Contingent Annuitant

If the Annuitant dies before the Annuitization Date, the Contingent Annuitant becomes the Annuitant. The Contingent Annuitant must be age 85 or younger at the time of Contract issuance unless Nationwide approves a request for the Contingent Annuitant to be older. All provisions of the Contract that are based on the death of the Annuitant prior to the

Annuitization Date will be based on the death of the last survivor of the Annuitant and Contingent Annuitant.

Beneficiaries and Contingent Beneficiaries

The Beneficiary may be entitled to certain rights under the Contract. Whether these rights actually vest depends on several conditions. The Contingent Beneficiary has no rights unless the Contingent Beneficiary survives all Beneficiaries and such Beneficiaries (had they survived) would be entitled to receive payments under the Contract. The right to receive payments under the Contract, including the Death Benefit, is described in detail in the "Succession of Rights and the Death Benefit" section of the Contract.

Unless otherwise directed by the Contract Owner, the following will apply:

- (1) after the death of the Contract Owner (assuming all rights vest with the Beneficiary as described in the preceding paragraphs), the Beneficiary may name a successor beneficiary. A successor beneficiary will have the right to receive any Contract proceeds remaining after the Beneficiary dies;
- (2) if there is more than one Beneficiary, each will share equally in any right to receive payment;
- (3) if there is more than one Contingent Beneficiary, each will share equally in any right to receive payment.

CONTRACT INVESTMENT OPTIONS

Variable Accounts

Nationwide may make available one or more Variable Accounts in which Contract Owners may elect to invest.

Variable Accounts are segregated investment accounts of Nationwide. All assets of the Variable Accounts remain the property of Nationwide, but are not charged with the liabilities from any other of its businesses. Income, gains and losses of the Variable Accounts reflect their own investment experience and not the investment experience of Nationwide. Although the assets in the Variable Accounts are the property of Nationwide, it is obligated to make payments to the parties of the Contract.

Each Variable Accounts may offer various underlying investment options, each being a Sub-Account of the Variable Accounts. The Contract Owner may allocate Purchase Payments to any of the available Sub-Accounts of each Variable Accounts. Purchase Payments allocated to Sub-Accounts may be subject to terms or conditions established by the corresponding underlying investment option.

The underlying investment options available in the Variable Accounts are not publicly traded investment options or mutual funds.

The value of amounts allocated to each Sub-Account is determined by multiplying the number of Accumulation Units in the Sub-Account by the Accumulation Unit value. Charges assessed by the underlying investment options, as well as the Variable Account charge, are deducted each day when calculating the Accumulation Unit value. When a Sub-Account is established, the Accumulation Unit value is initially set at \$10 per unit. The Accumulation Unit value of the Sub-Account fluctuates based on the investment performance of the corresponding underlying investment option. Investment experience is not tied to the number of Accumulation Units, but the value of the Accumulation Units. Accumulation Units of a Sub-Account are added by Purchase Payment or transfer allocations. Accumulation Units of a Sub-Account are subtracted by any Surrenders, transfers to other Sub-Accounts or charges described in the "Contract Expense" section (except the Variable Account charge).

The investment performance of a Sub-Account is determined by the net investment factor. The net investment factor is determined by dividing (a) by (b) and subtracting (c) from the result where:

- (a) is the net asset value for the current Valuation Period of the underlying investment option corresponding to the Sub-Account (plus any dividend or income distributions made by such underlying investment option);
- (b) is the net asset value of the underlying investment option determined as of the preceding Valuation Period; and
- (c) is a factor representing the daily Variable Account charge (determined by taking the annualized Variable Account charge and dividing it by the number of days in the current calendar year).

If the net investment factor is multiplied by the preceding Valuation Period's Accumulation Unit value, the result will be the current Valuation Period's Accumulation Unit value. If the net investment factor is greater than 1, the Accumulation Unit value increases. If the net investment factor is less than 1, the Accumulation Unit value decreases.

If an underlying investment option is no longer available for investment by a Variable Accounts or if, in the judgment of Nationwide's management, further investment in such underlying investment option would be inappropriate in view of the purposes of the Contract, Nationwide may substitute another underlying investment option for an underlying investment option already purchased or to be purchased in the future by Purchase Payments under the Contract.

In the event of a substitution or change, Nationwide may make changes to the Contract and other contracts of this class as may be necessary to reflect the substitution or change. Nothing contained in the Contract will prevent the Variable Accounts from purchasing other securities for other series or classes of contracts or from effecting a conversion between series or classes of contracts on the basis of requests made individually by owners of such contracts.

OPERATION OF THE CONTRACT

Purchase Payments

The Contract is issued in consideration of the Purchase Payment(s) made by the Contract Owner. Purchase Payments are accepted by Nationwide at its home office in Columbus, Ohio. The minimum initial Purchase Payment is required on the Date of Issue and must be at least \$10,000. The Contract Owner may satisfy the minimum initial Purchase Payment by making periodic Purchase Payments until the first Contract Anniversary. Nationwide does not require any additional Purchase Payments after the minimum initial Purchase Payment has been satisfied and the Contract will not lapse or otherwise be cancelled for failure to make additional Purchase Payments. Nationwide accepts additional Purchase Payments of \$500 or more. If additional Purchase Payments are made via automated clearinghouse, the minimum subsequent Purchase Payment amount is reduced to \$50.

Notwithstanding the preceding paragraph, total cumulative Purchase Payments under the Contract and any other annuity contract issued by Nationwide

with the same Annuitant may not exceed \$1,000,000 (and will be returned to the Contract Owner), unless Nationwide agrees in writing to accept Purchase Payments exceeding \$1,000,000.

Additional Credits on Purchase Payments

The additional credits on Purchase Payments may not be available in conjunction with the election of certain options.

Nationwide will provide a credit if certain levels of Purchase Payments are achieved as outlined in the following:

- (1) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$500,000, Nationwide will credit to the Contract an amount equal to 0.50% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$500,000 minimum, the 0.50% will be credited on all Purchase Payments attributed to the cumulative total Purchase Payment amount of \$500,000. Subsequent Purchase Payments between \$500,001 and \$999,999 will each receive a credit that is equal to 0.50%.
- (2) When cumulative Purchase Payments (minus any Surrenders) under the Contract exceed \$1,000,000, Nationwide will credit to the Contract an amount equal to 1.00% of all such Purchase Payments. In the case of a subsequent Purchase Payment (minus any Surrenders) reaching the \$1,000,000 minimum, a credit of 0.50% will be credited on cumulative Purchase Payments (minus any Surrenders) between \$0 and \$999,999 (in addition to the previous credit made under item no. (1) above) for a total credit of 1.00%.

Additional Purchase Payments (minus any Surrenders) in excess of the \$1,000,000 minimum will each receive a credit 1.00%.

If the Contract is returned pursuant to the "Right to Examine and Cancel" provision, any credits described herein that have been made to the Contract by Nationwide will be forfeited.

Additional credits on Purchase Payments are made only once upon reaching the specified thresholds. For example, if cumulative Purchase Payments (minus any Surrenders) exceed \$1,500,000 then the total additional credited amount is equal to \$15,000. Subsequent Surrenders followed by new Purchase

Payments will not receive additional credits until the original \$1,500,000 receiving additional credits on Purchase Payments is exceeded by these new Purchase Payments.

Transfers

Prior to the Annuitization Date, transfers among the investment options available under the Contract are permitted 20 times per calendar year. Nationwide accepts transfers in excess of 20, but only if they are sent via ordinary U.S. Mail. For purposes of determining the number of transfers, the following will apply:

- (1) a transfer is considered to be one or more allocations of Contract Value among available investment options on a single business day;
- (2) the transfer limit of 20 will be set (or re-set) every calendar year beginning January 1st;
- (3) transfers not exercised during a given calendar year cannot be "banked" or otherwise accumulated and used in subsequent calendar years (transfer limits are non-cumulative in nature);
- (4) asset rebalancing transactions, as described in the "Contract Owner Services" section of the Contract, are considered transfers;
- (5) dollar cost averaging transactions, as described in the "Contract Owner Services" section of the Contract, are not considered transfers.

There are certain transfer restrictions, prohibitions or fees that may be imposed by underlying mutual funds.

Nationwide may refuse, limit or otherwise restrict transfer requests, or take any other reasonable action it deems necessary to protect Contract Owners, Annuitants and/or Beneficiaries from short-term trading strategies or other harmful investment practices that negatively impact underlying mutual fund performance. Nationwide may restrict a Contract Owner engaged in such a practice or strategy or a third-party acting on behalf of a Contract Owner(s).

Nationwide's failure to take action in any one or more instances with respect to the preceding restrictions is not, nor is it to be construed or deemed as, a further or continuing waiver of its right to enforce them.

Surrenders

The Contract Owner may Surrender part or all of the Contract Value before the earlier of:

- (1) the death of the Annuitant and any Contingent Annuitant; or
- (2) the Annuitization Date.

Nationwide requires that Surrender requests be made in writing and may require the return of the Contract if the entire Contract Value is being Surrendered. To insure Surrenders are being requested properly, Nationwide may require the signature(s) on a Surrender request be guaranteed by a member firm of a major stock exchange or other depository institution qualified to do so.

Unless the Contract Owner provides specific direction to Nationwide as to how amounts from the Contract are to be Surrendered, Nationwide will process requests for Surrender in the following manner:

- (1) Proportional Surrender - Surrenders will be taken proportionally from each Variable Accounts option in which the Contract Owner is invested based on its value.
- (2) Surrender Amount Received - The amount received by the Contract Owner will be equal to the amount of the Surrender requested by the Contract Owner minus any charges described in the "Contract Expenses" section or adjustments and any applicable premium taxes.

The Surrender Value will be paid to the Contract Owner within seven days of the date Nationwide receives, at its home office in Columbus, Ohio, the properly executed Surrender request from the Contract Owner.

The Surrender Value is equal to:

- (1) the Contract Value; minus
- (2) any charges described in the "Contract Expenses" section; minus
- (3) any state premium taxes.

Any applicable federal income taxes are not included in calculating the Surrender Value.

Nationwide has the right to suspend or delay the date of any Surrender from the Variable Accounts for any period when;

- a) the New York Stock Exchange is closed,
- b) when trading on the New York Stock Exchange is restricted,
- c) when an emergency exists and as a result the disposal of securities in the Variable Accounts is not reasonably practicable or it is not reasonably practicable to fairly determine the value of the net assets in the Variable Accounts, or
- d) during any other period when the Securities and Exchange Commission by order permits a suspension of Surrender for the protection of security holders.

Rules and regulations of the Securities and Exchange Commission may govern as to whether certain conditions set forth in the preceding paragraphs exist.

Surrenders Required by the Internal Revenue Code

Certain Surrenders may be required by the Internal Revenue Code. For purposes of this section, a Surrender may also be termed a "distribution" or a "required distribution." In no case may a Surrender be delayed beyond the time specified by Internal Revenue Code Section 72(s).

If any Contract Owner or Joint Owner dies (including an Annuitant who becomes the Contract Owner of the Contract on the Annuitization Date), certain distributions are required by Section 72(s) of the Internal Revenue Code. The following distributions will be made in accordance with these requirements (regardless of any other provisions in the Contract):

- (1) If any Contract Owner dies on or after the Annuitization Date and before the entire interest under the Contract has been distributed, then the remaining portion of such interest shall be distributed at least as rapidly as under the method of distribution in effect as of the date of such Contract Owner's death.

- (2) If any Contract Owner dies before the Annuitization Date, then the entire interest in the Contract (consisting of either the Death Benefit or the Contract Value reduced by certain charges as set forth elsewhere in the Contract) shall be distributed within 5 years of the death of the deceased Contract Owner, provided however:

- (a) If any portion of such interest is payable to or for the benefit of a natural person who is a surviving Contract Owner, Contingent Owner, Joint Owner, Annuitant, Contingent Annuitant, Beneficiary or Contingent Beneficiary as the case may be (each a "designated beneficiary"), such portion may, at the election of the designated beneficiary, be distributed over the life of such designated beneficiary, or over a period not extending beyond the life expectancy of such designated beneficiary, provided that payments begin within one year of the date of the deceased Contract Owner's death (or such longer period as may be permitted by federal income tax regulations). Life expectancy and the amount of each payment will be determined as prescribed by federal income tax regulations.
- (b) If the designated beneficiary is the surviving spouse of the deceased Contract Owner, such spouse may elect, in lieu of the Death Benefit, to become the Contract Owner of this Contract, and the distributions required under the Required Distribution Provisions will be made upon the death of such spouse.

In the event that the Contract Owner is not a natural person (e.g., a trust or corporation), then, for purposes of these distribution provisions, (i) the death of the Annuitant shall be treated as the death of any Contract Owner, (ii) any change of the Annuitant shall be treated as the death of any Contract Owner, and (iii) in either case the appropriate distribution required under these distribution rules shall be made upon such death or change, as the case may be. The Annuitant is the primary annuitant as defined in Section 72(s)(6)(B) of the Code.

These distribution provisions shall not be applicable to any Contract that is not required to be subject to the provisions of Section 72(s) of the Code by reason of Section 72(s)(5) or any other law or rule. Such Contracts include, but are not limited to, any Contract (i) which is provided under a plan described in Section 401(a) of the Code which includes a trust exempt from tax under Section 501 of the Code; (ii)

which is provided under a plan described in Section 403(a) of the Code; (iii) which is described in Section 403(b) of the Code; (iv) which is an individual retirement annuity or provided under an individual retirement account or annuity as described in Section 408 of the Code; or (v) which is qualified funding asset (as defined in Section 130(d) of the Code, but without regard to whether there is a qualified assignment).

Additional Tax Information

The Contract is subject to requirements found in the Internal Revenue Code. It is intended that the Contract be treated as an "annuity contract" for federal income tax purposes. Nationwide will interpret and administer all sections of the Contract in accordance with Internal Revenue Code Section 72(s). Nationwide reserves the right to amend this Contract to comply with requirements set out in the Internal Revenue Code and regulations and rulings thereunder, as they may exist from time to time.

Surrenders are calculated by use of the expected return multiples specified in Tables V and VI of Section 1.72-9 of the Treasury Regulations and calculated in accordance with the calculation methods made available by Nationwide, prescribed by the regulations and elected by the Contract Owner.

If the Contract is issued other than as a Non-Qualified Contract, the Contract Owner will receive an endorsement describing the Contract requirements for the type of Contract issued.

Nationwide will deduct against the Contract Value the amount of any premium taxes levied by a state or any other government entity on Purchase Payments. The method used to recoup premium taxes will be determined by Nationwide at its sole discretion and in compliance with applicable state law. Nationwide currently deducts premium taxes from a Contract Value at one of the following times:

- (1) when the Contract is Surrendered;
- (2) on the Annuitization Date; or
- (3) when Nationwide is subject to the premium tax.

CONTRACT OWNER SERVICES

Listed in this section are descriptions of certain services Nationwide may make available under the Contract. The services described in this section are not available on or after the Annuitization Date.

Asset Rebalancing

Please note that terms and conditions imposed by underlying mutual funds may restrict the ability to do asset rebalancing with certain Sub-Accounts.

Nationwide permits the Contract Owner to elect, on a form provided by Nationwide, to periodically have the part of the Contract Value held in the Sub-Accounts of the Variable Accounts re-allocated on a predetermined percentage basis.

The Contract Owner may elect to have asset rebalancing done on a quarterly, semi-annual or annual basis. If the last day of any of these periods falls on a date other than a Valuation Date, Nationwide will process the asset rebalancing on the next available Valuation Date.

Nationwide may, on a prospective basis, discontinue new asset rebalancing programs. Nationwide may also assess a processing fee for this service.

Dollar Cost Averaging Programs

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from certain Sub-Accounts of the Variable Accounts.

Dollar cost averaging transfers will continue out of the applicable Sub-Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

Systematic Surrenders

The Contract Owner may elect, on a form provided by Nationwide, to take systematic Surrenders of \$100 or more on a monthly, quarterly, semi-annual or annual basis. Nationwide will process the Surrenders on pro-rata basis from each Sub-Account of the Variable Accounts. Systematic Surrenders may be subject to the charges described in the "Contract Expenses" section, as well as any applicable state premium taxes. Unless otherwise directed by the Contract Owner, Nationwide will withhold federal income taxes from each systematic Surrender.

The Contract Owner may request an age-based systematic Surrender program (in accordance with the table that follows). This type of systematic Surrender program terminates each year on the day before the Contract Anniversary and may be reinstated only on or after the next Contract Anniversary pursuant to a new request.

Age of Contract Owner*	Contract Value Percentage
Under Age 59 1/2	5%
Age 59 1/2 through Age 61	7%
Age 62 through Age 64	8%
Age 65 through 74	10%
Age 75 and Over	13%

*The age of the Contract Owner will be determined as of the date the request for systematic Surrender is received and recorded by Nationwide at its home office in Columbus, Ohio. In the case of Joint Ownership, the "Age of Contract Owner" will be based on the older Joint Owner.

Unless the Contract Owner has made an irrevocable election of Surrenders of substantially equal periodic payments, the systematic Surrenders may be discontinued at any time by written notification to Nationwide. Nationwide may discontinue prospective systematic Surrender programs.

SUCCESSION OF RIGHTS AND THE DEATH BENEFIT

Whether a party to the Contract has certain rights (including the right to receive the Death Benefit) depends on whether certain parties (such as a Contingent Annuitant or Joint Owner) have been named and whether the Contract Owner and the Annuitant is the same person.

Death of the Contract Owner

If the Contract Owner (or any Joint Owner) and the Annuitant are not the same person and such Contract Owner dies before the Annuitization Date, the "Death Benefit" section does not apply and contractual rights succeed in the following order:

- (1) If there is a surviving Joint Owner, they become the new Contract Owner.
- (2) If there is no surviving Joint Owner, the Contingent Owner becomes the new Contract Owner.
- (3) If there is no surviving Joint Owner or Contingent Owner, the Beneficiary(ies) becomes the new Contract Owner.
- (4) If there is no surviving Beneficiary(ies), then the last surviving Contract Owner's estate becomes the new Contract Owner.

Death of Contract Owner/Annuitant

If the Contract Owner (or any Joint Owner) and the Annuitant are the same person, and that person dies before the Annuitization Date, the Death Benefit becomes payable. Rights to the Death Benefit are determined in the following order:

- (1) If there is a surviving Joint Owner, the surviving Joint Owner is entitled to the Death Benefit.
- (2) If there is no surviving Joint Owner, the Beneficiary(ies) are entitled to the Death Benefit.
- (3) If there is no surviving Joint Owner or Beneficiary(ies), then the Contingent Beneficiary(ies) are entitled to the Death Benefit.
- (4) If there is no surviving Contingent Beneficiary(ies), then the last surviving Contract Owner's estate is entitled to the Death Benefit.

Death of Annuitant

If there is no Contingent Annuitant, the Contract Owner and the Annuitant are not the same person, and the Annuitant dies before the Annuitization Date, then rights to the Death Benefit are determined in the following order:

- (1) the Beneficiary(ies), if they survive the Annuitant;
- (2) the Contingent Beneficiary(ies), if they survive the Annuitant;
- (3) the last surviving Contract Owner's estate.

Death Benefit Payment

The Death Benefit is only payable if the Annuitant dies before the Annuitization Date. The value of each component comprising the calculation of the amount of the Death Benefit is determined as of the date of the Annuitant's death, except for the Contract Value component which is valued as of the date Nationwide receives the information necessary to pay a Death Benefit claim as described below.

Prior to paying the Death Benefit, Nationwide must receive in writing at its home office in Columbus, Ohio the following three items: (1) proper proof of the Annuitant's death; (2) an election specifying the method of Surrender; and (3) state required forms, if any.

Nationwide will accept any one of the following as proper proof of the Annuitant's death:

- (1) a certified copy of the death certificate;
- (2) a copy of a certified decree of a court of competent jurisdiction as to the finding of death;
- (3) a written statement by a medical doctor who attended the deceased Annuitant; or
- (4) any other proof Nationwide finds acceptable.

The Beneficiary must elect a method of Surrender that complies with any applicable Internal Revenue Code requirements. The Beneficiary may elect to receive the Death Benefit in the form of:

- (1) a lump sum distribution;
- (2) an annuity payment; or
- (3) any distribution that is permitted by state and federal regulations and is acceptable to Nationwide.

The Death Benefit payment will be made or will commence within 30 days after receipt of proof of death and notification of the election on how to receive the Death Benefit.

Standard Death Benefit

If the Annuitant dies before the Annuitization Date, the Death Benefit will be the greater of:

- (1) the Contract Value; or
- (2) the total of all Purchase Payments, less an adjustment for amounts Surrendered.

The adjustment for amounts Surrendered will reduce item (2) above in the same proportion that the Contract Value was reduced on the date of the partial Surrender.

Spousal Protection

The spousal protection benefit permits a surviving spouse to continue the Contract while receiving the Death Benefit upon the death of the other spouse. In order to take advantage of this benefit the following will apply.

- (1) One or both of the spouses (or a revocable trust of which either or both of the spouses is/are grantor(s)) must be named as the Contract Owner.
- (2) The spouses must be Co-Annuitants. Both Co-Annuitants must be 85 or younger on the Date of Issue.
- (3) The spouses must be the Beneficiaries, except that a valid trust or custodial arrangement may be established if it is for the exclusive benefit of each spouse.
- (4) No other person may be named as Contract Owner, Annuitant or as primary Beneficiary, except that a Contract Owner or primary Beneficiary may be a valid trust or custodial arrangement established for the exclusive benefit of each spouse.
- (5) If both spouses are alive upon Annuitization, the Contract Owner must specify which spouse is the Annuitant upon whose continuation of life any annuity payments involving life contingencies depend.
- (6) Death of a Co-Annuitant - Prior to Annuitization, upon the death of the Co-Annuitant, the surviving spouse may continue the Contract as its sole Contract Owner. If the chosen Death Benefit is higher than the Contract Value at the time of death, the Contract Value will be adjusted to equal the chosen Death Benefit amount. The surviving spouse may then name a new Beneficiary but may not name another Co-Annuitant.
- (7) If a Co-Annuitant is added at any time after the Date of Issue, a copy of the certificate of marriage must be provided and the date of marriage must be after the Date of Issue. In addition, the Co-Annuitant that is added must be age 85 or younger.

The Death Benefit is paid on the death of each Co-Annuitant. In no event will Nationwide pay the Death Benefit more than twice.

ANNUITIZATION

The other sections within the Contract primarily deal with provisions involving the accumulation of amounts in the various contract investment options, certain contractual benefits and rights that occur prior to receiving any annuity payments.

This "Annuitization" section primarily describes the right to receive certain payments upon Annuitization, including guarantees with respect to certain life contingent payment options.

Annuity Commencement Date

The Annuity Commencement Date is selected by the Contract Owner and is generally the first day of a calendar month. The date must be at least two years after the Date of Issue. If an Annuity Commencement Date is not selected, it will be the date the Annuitant reaches age 90.

The Contract Owner may change the Annuity Commencement Date if the following requirements are met:

- (1) the requested change is before the Annuitization Date;
- (2) the change is made in writing and approved by Nationwide;
- (3) the new Annuity Commencement Date is not later than the first day of the first calendar month after the Annuitant's 90th birthday unless Nationwide agrees to a later date in writing.

A change will become effective as of the date requested, but will not apply to any action taken by Nationwide before it is recorded at Nationwide's home office in Columbus, Ohio.

Annuitization Process

Annuitization is irrevocable once payments have begun. The Contract Owner must provide Nationwide the following items in writing to annuitize the Contract:

- (1) election of an Annuity Payment Option; and
- (2) election to receive a fixed payment annuity, variable payment annuity, or any other combination that may be available on the Annuitization Date.

Calculation of Fixed Annuity Payments

The first payment of a fixed payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium tax, to the fixed annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than 1.5% minimum interest and the applicable Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
Before 2009	Age last birthday minus 4 years
2009 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
After 2043	Age last birthday minus 10 years

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Calculation of Variable Annuity Payments

Please note that each variable annuity payment will fluctuate and may increase or decrease based on investment experience of the Sub-Accounts.

A variable payment annuity is a series of payments that are not predetermined or guaranteed as to dollar amount and that vary in amount with the investment experience of the Sub-Accounts selected by the Contract Owner.

The first payment of a variable payment annuity is determined by applying the portion of the total Contract Value specified by the Contract Owner, less applicable premium taxes, to the variable annuity table in effect on the Annuitization Date for the Annuity Payment Option elected.

The purchase rates for any options guaranteed to be available will be determined on a basis not less favorable than a 3.5% assumed investment return and the applicable Annuity 2000 Mortality Table with Projection Scale G, assuming Annuitization in the year 2000, and the following age adjustments.

Annuitization Date	Adjusted Age*
Before 2009	Age last birthday minus 4 years
2009 - 2015	Age last birthday minus 5 years
2016 - 2022	Age last birthday minus 6 years
2023 - 2029	Age last birthday minus 7 years
2030 - 2036	Age last birthday minus 8 years
2037 - 2043	Age last birthday minus 9 years
After 2043	Age last birthday minus 10 years

*Adjusted age is equal to the Annuitant's actual age in years on the Annuitant's last birthday minus the number of years specified in the table for each range of Annuitization Dates.

The determination of the applicable Annuity 2000 Mortality Table and Projection Scale G will be based upon the type of Contract issued.

Variable annuity payments after the first payment will vary in amount and may decrease after the first payment. The payment amount changes with the investment performance of the Sub-Accounts selected by the Contract Owner within the Variable Accounts.

An Annuity Unit is used to calculate the value of annuity payments. When the underlying mutual fund shares were first established, the value of an Accumulation Unit for each Sub-Account of the Variable Accounts was arbitrarily set at \$10. The value for any later Valuation Period is found as follows:

- (1) the Annuity Unit value for each Sub-Account for the immediately preceding Valuation Period is multiplied by the net investment factor for the Sub-Account for the Valuation Period for which the Annuity Unit value is being calculated;
- (2) the result is multiplied by an interest factor because the assumed investment rate of 3.5% per year is built into the purchase rate basis for variable payment annuities.

Using the Annuity Unit value, the dollar amount of variable annuity payments is determined by:

- (1) the dollar amount of the first annuity payment is divided by the Annuity Unit value as of the Annuitization Date. This result establishes the fixed number of Annuity Units for each monthly annuity payment after the first. The number of

Annuity Units remains fixed during the annuity payment period;

- (2) the fixed number of Annuity Units is multiplied by the Annuity Unit value for the Valuation Date for which the payment is due. This result establishes the dollar amount of the payment.

Nationwide guarantees that the dollar amount of each payment after the first will not be affected by variations in Nationwide's expenses or mortality experience.

Frequency and Amount of Payments

All annuity payments will be mailed within 10 business days of the scheduled payment date. Payments will be made based on the Annuity Payment Option selected and frequency selected. However, if the net amount to be applied to any Annuity Payment Option at the Annuitization Date is less than \$2,000, Nationwide has the right to pay this amount in one lump sum instead of periodic annuity payments.

If any annuity payment would be or becomes less than \$20, Nationwide may change the frequency of payments to an interval that results in payments of at least \$20. In no event will Nationwide make payments under an annuity option less frequently than annually.

Large Size Annuity Contracts

Notwithstanding any other provision in the Contract, the following will apply to all Contracts issued where cumulative Purchase Payments received exceed \$1,000,000:

- (1) Nationwide may limit the amount of the Contract Value applied to an Annuity Payment Option to \$5,000,000 per annuitant. For amounts in excess of \$5,000,000, Nationwide will permit the naming of additional annuitants (only for the purpose of Annuitization);
- (2) Nationwide may limit the available Annuity Payment Option to a fixed Life Annuity with guaranteed period of payments through age 95 or 20 years (whichever is greater).

ANNUITY PAYMENT OPTIONS

Selection of Annuity Payment Option

The Contract Owner may select an Annuity Payment Option prior to Annuitization. The following applies to the selection of an Annuity Payment Option:

- (1) If no Annuity Payment Option is selected, Nationwide will automatically set it as a life annuity with a guaranteed period of 240 months.
- (2) Annuity Payment Options available may be limited based on age of the Annuitant (and any designated second person upon whose continuation of life any lifetime payments may depend).
- (3) Annuity Payment Options may also be limited based on Surrenders required by the Internal Revenue Code.

The Annuity Payment Options found in the Contract are guaranteed to be available by Nationwide subject to the restrictions set forth in the preceding paragraphs and the "Large Size Annuity Contracts" subsection of the "Annuitization" section.

Life Annuity

The amount to be paid under this option will be paid during the lifetime of the Annuitant. Payments will cease with the last payment due prior to the death of the Annuitant.

Joint and Survivor Annuity

The amount to be paid under this option will be paid during the joint lifetimes of the Annuitant and a designated second person. Payments will continue as long as either is living.

Life Annuity With 120 or 240 Monthly Payments Guaranteed

The amount to be paid under this option will be paid during the lifetime of the Annuitant. A guaranteed period of 120 or 240 months may be selected. If the Annuitant dies prior to the end of this guaranteed period, the recipient chosen by the Contract Owner will receive the remaining guaranteed payments.

Any Other Option

The amount and period under any other option will be determined by Nationwide. Payment options not set forth in the Contract are available only if they are approved by both Nationwide and the Contract Owner. Nationwide may elect to make available an immediate annuity contract as a settlement option if requested by the Contract Owner.

Confirmation of Annuity Payments

Nationwide will issue within 30 days of the Annuitization Date a confirmation of the elected Annuity Payment Option and the amount of each payment (or first payment if a variable Annuity Payment Option has been elected).

GUARANTEED ANNUITY TABLES
FIXED MONTHLY BENEFITS PER \$1000 APPLIED
JOINT AND SURVIVOR MONTHLY ANNUITY PAYMENTS

<u>Adjusted Age of Male Annuitant*</u>	<u>Adjusted Age of Female Annuitant*</u>						
	50	55	60	65	70	80	90
50	2.54	2.66	2.77	2.85	2.92		
55	2.62	2.78	2.94	3.08	3.19		
60	2.68	2.89	3.11	3.32	3.50	3.75	
65		2.96	3.24	3.54	3.82	4.27	
70			3.34	3.72	4.13	4.88	
80				3.95	4.58	6.17	7.61
90						7.13	10.40

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS

<u>Male Guarantee Period</u>				<u>Female Guarantee Period</u>			
ANNUITANT'S ADJUSTED AGE*	NONE	120 MONTHS	240 MONTHS	ANNUITANT'S ADJUSTED AGE*	NONE	120 MONTHS	240 MONTHS
50	3.03	3.01	2.95	50	2.79	2.78	2.75
51	3.10	3.08	3.01	51	2.85	2.84	2.81
52	3.17	3.14	3.07	52	2.91	2.90	2.86
53	3.24	3.22	3.13	53	2.97	2.96	2.91
54	3.32	3.29	3.19	54	3.04	3.02	2.97
55	3.40	3.37	3.25	55	3.11	3.09	3.03
56	3.49	3.45	3.32	56	3.18	3.16	3.09
57	3.58	3.54	3.39	57	3.26	3.24	3.16
58	3.68	3.63	3.46	58	3.34	3.32	3.23
59	3.78	3.73	3.53	59	3.43	3.40	3.30
60	3.89	3.83	3.60	60	3.52	3.49	3.37
61	4.01	3.94	3.68	61	3.62	3.58	3.44
62	4.14	4.05	3.75	62	3.72	3.68	3.52
63	4.27	4.17	3.83	63	3.84	3.79	3.60
64	4.41	4.30	3.90	64	3.96	3.90	3.68
65	4.57	4.43	3.98	65	4.08	4.02	3.76
66	4.73	4.57	4.05	66	4.22	4.14	3.84
67	4.91	4.71	4.12	67	4.37	4.27	3.93
68	5.09	4.86	4.19	68	4.52	4.41	4.01
69	5.29	5.02	4.26	69	4.69	4.56	4.09
70	5.50	5.18	4.33	70	4.87	4.71	4.17
71	5.73	5.35	4.39	71	5.07	4.88	4.24
72	5.97	5.53	4.44	72	5.28	5.05	4.32
73	6.23	5.71	4.50	73	5.52	5.23	4.39
74	6.51	5.89	4.55	74	5.76	5.42	4.45
75	6.81	6.08	4.59	75	6.03	5.62	4.51
76	7.13	6.27	4.63	76	6.33	5.83	4.56
77	7.47	6.46	4.66	77	6.64	6.04	4.61
78	7.83	6.65	4.70	78	6.99	6.25	4.65
79	8.23	6.84	4.72	79	7.36	6.47	4.69
80	8.65	7.03	4.74	80	7.77	6.69	4.72

LIFE ANNUITY: MONTHLY ANNUITY PAYMENTS
(Continued)

<u>Male Guarantee Period</u>				<u>Female Guarantee Period</u>			
ANNUITANT'S ADJUSTED AGE*	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>	ANNUITANT'S ADJUSTED AGE*	<u>NONE</u>	<u>120 MONTHS</u>	<u>240 MONTHS</u>
81	9.10	7.21	4.76	81	8.21	6.90	4.74
82	9.58	7.39	4.78	82	8.69	7.12	4.76
83	10.10	7.56	4.79	83	9.21	7.32	4.78
84	10.66	7.73	4.80	84	9.77	7.52	4.79
85	11.25	7.88	4.80	85	10.38	7.70	4.80
86	11.88	8.02	4.81	86	11.04	7.87	4.80
87	12.56	8.16	4.81	87	11.75	8.03	4.81
88	13.27	8.28	4.81	88	12.51	8.18	4.81
89	14.04	8.39	4.81	89	13.32	8.31	4.81
90	14.85	8.50	4.81	90	14.17	8.42	4.81

*Adjusted Age is defined in the "Calculation of Fixed Annuity Payments" section of the Contract.

Individual Flexible Purchase Payment Variable Deferred Annuity Contract, Non-Participating

CONTRACT SPECIFICATIONS PAGE

CONTRACT INFORMATION

<u>Parties to the Contract</u>	<u>Date of Birth</u>	<u>Additional Issuing Information</u>
Contract Owner: [John Q. Doe]	[January 1, 1956]	Contract Number: [01-000000000]
Joint Owner: [Jane M. Doe]	[December 1, 1961]	Date of Issue: [January 5, 2009]
Annuitant: [John Q. Doe]	[January 1, 1956]	Contract Type: [Non-qualified]
Co-Annuitant: [N/A]	[N/A]	Initial Purchase Payment: [\$10,000]
Contingent Owner: [N/A]	[N/A]	Annuity Commencement Date: [January 1, 2046]
Contingent Annuitant: [N/A]	[N/A]	

Minimum Requirements

Subsequent Purchase Payments: \$500

Minimum Annuity Payment Amount: \$20

Minimum Contract Value Required for Annuitization: \$2,000

STANDARD DEATH BENEFIT

[X] Standard Death Benefit (Return of Contract Value or Total Purchase Payments less adjustments for amounts Surrendered)

SUMMARY OF CONTRACT EXPENSES

Base Contract Variable Account Charge: 1.75%*

Contract Maintenance Charge: \$30**

Contingent Deferred Sales Charge Table:

Completed Years Measured

<u>From Date of the Purchase Payment:</u>	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4 & later</u>
CDSC Percentage***:	7%	7%	6%	5%	0%

* The base Variable Account Charge noted above does not include charges associated with any optional features you have elected. These charges are added to the base Variable Account Charge. Remember, charges related to the Lifetime Income Option (including the election of the Spousal Continuation Benefit, if elected) are assessed on the value of the Income Benefit Base and are only assessed once a year.

** The Contract Maintenance Charge is waived for the life of the contract if the Contract Value reaches \$50,000 on any Contract Anniversary.

*** The CDSC Percentage changes to the next year's CDSC Percentage on the day before the Purchase Payment year is completed.

OPTIONS ELECTED

<u>Death Benefit Options</u>	<u>Added Charge</u>	
One-Year Enhanced Death Benefit with Spousal Protection Option	0.20%	[]
One-Month Enhanced Death Benefit with Spousal Protection Option	0.35%	[]
Combination Enhanced Death Benefit II (Greater of One-Year Anniversary or 5% Interest) with Spousal Protection Option	0.45%	[]
<u>Other Options</u>		
Beneficiary Protector II	0.35%	[]
Capital Preservation Plus Lifetime Income (CPPLI)	0.75%	[]
Lifetime Income Option (L.Inc)	0.75%	[X]
L.Inc with Spousal Continuation	0.95%	[]

Notes Regarding Additional Charges: For the Death Benefit Options listed above the additional charge is listed as an annual charge added to the base Variable Account Charge but is deducted from the Variable Account on a daily basis. The Beneficiary Protector II and CPPLI options charges are structured in the same manner, but are also applied to the rates credited to any amounts allocated to the Fixed Account, if applicable, resulting in a corresponding decrease to the interest credited. The Lifetime Income Option, and the Spousal Continuation Benefit, assesses the charge from the Variable Account once each year based on the value of the Income Benefit Base (see the option for details). The Spousal Continuation Benefit is only available in conjunction with the Lifetime Income Option. An "X" next to the charge denotes the option has been elected.

Nationwide Life Insurance Company

P.O. Box[182021]
Columbus, OH[43218-2021]
[1-800-321-6064]

[Nationwide Destination L[®]]

Application for

Individual Flexible Purchase Payment**Variable Deferred Annuity**

Minimum Initial Purchase Payment of \$10,000

Page 1 of 8**1. Parties to the Contract***Please print.***1a. Contract Owner**

First Name: John MI: Q Last Name: Doe

Employer/Trust Name (if applicable):

*(Additional forms required. See the New Business enrollment packet.)*Date of Birth: 01/01/1956 Sex: ☒ M ☐ F Soc. Sec. No. or Tax ID: 1 2 3 4 5 6 7 8 9

Street: 123 Anystreet

City: Anycity State: Anystate ZIP: 12345

1b. Joint/Contingent OwnerCheck **one** box only: ☒ Joint Owner *(Limited to spouses, except in HI.)*☐ Contingent Owner *(Available only with Non-Qualified Contracts.)*

First Name: Jane MI: M Last Name: Doe

Date of Birth: 12/01/1961 Sex: ☐ M ☒ F Soc. Sec. No. or Tax ID: 987 - 65 - 4321Address: ☒ Same address as owner Street:

City: State: ZIP:

1c. Annuitant *Complete only if different from Contract Owner. (Annuitant must be age 85 or younger.)*

First Name: MI: Last Name:

Date of Birth: Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID: - -Address: ☐ Same address as owner Street:

City: State: ZIP:

1d. Spousal Protection/Co-Annuitant *(No added charge. Not available with CRTs.)**With Spousal Protection, both spouses will automatically be Primary Beneficiaries.*☐ Same as Joint Owner

First Name: MI: Last Name:

Date of Birth: Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID: - -Address: ☐ Same address as owner Street:

City: State: ZIP:

1e. Contingent Annuitant *(Must be age 85 or younger.)*

First Name: MI: Last Name:

Date of Birth: Sex: ☐ M ☐ F Soc. Sec. No. or Tax ID: - -Address: ☐ Same address as owner Street:

City: State: ZIP:

1f. Beneficiaries Allocation to all Primary Beneficiaries must equal 100%. Contingent Beneficiaries must also equal 100%.



If you elected Spousal Protection/Co-Annuitant (section 1d), provide contingent beneficiaries only.

Check one:	First Name:	John	MI:	Q	Last Name:	Doe	
<input checked="" type="checkbox"/> Primary	Relationship to Annuitant:	Self				Allocation (whole % only):	100 %
<input type="checkbox"/> Contingent	Social Security Number:	123 - 45 - 6789				Date of Birth:	01/01/1956
<hr/>							
Check one:	First Name:	Jane	MI:	M	Last Name:	Doe	
<input checked="" type="checkbox"/> Primary	Relationship to Annuitant:	Wife				Allocation (whole % only):	100 %
<input type="checkbox"/> Contingent	Social Security Number:	987 - 65 - 4321				Date of Birth:	12/01/1961
<hr/>							
Check one:	First Name:		MI:		Last Name:		
<input type="checkbox"/> Primary	Relationship to Annuitant:					Allocation (whole % only):	%
<input type="checkbox"/> Contingent	Social Security Number:	- -				Date of Birth:	

If more than three Beneficiaries, list additional names on Beneficiary Options form (in New Business Enrollment Packet).

2. Contract Information

2a. Contract Type Must specify by checking a box.

<input checked="" type="checkbox"/> Non-Qualified	<input type="checkbox"/> SEP IRA*
<input type="checkbox"/> IRA – Tax Year: <input type="text"/>	<input type="checkbox"/> 401(k)*
<input type="checkbox"/> Roth IRA – Tax Year: <input type="text"/>	<input type="checkbox"/> 401(a)* (Investment Only)
<input type="checkbox"/> SIMPLE IRA*	
<input type="checkbox"/> CRT* (Charitable Remainder Trust)	

* Additional forms required. Please see the New Business Enrollment Packet.

2b. Transfer Authorization for Registered Representative

☐ By checking this box, you have authorized and directed Nationwide to accept instructions from the Registered Representative signing this application to execute exchanges among the investment options available under your Contract and/or to allocate any future Purchase Payments on your behalf. This power is personal to the Registered Representative, but may be delegated by written notification to Nationwide and only to individuals employed or under control of the Registered Representative for administrative/processing purposes. This power is not available for use by any person or organization providing any type market-timing advice or service. Nationwide may revoke the authority of the Registered Representative to act on your behalf at any time by written notification to you.

If the box above is checked, your signature and the Registered Representatives signature at the end of this application represents agreement for yourselves, your heirs and the legal representatives of your estates and your successors in interest or assigns to release and hold harmless Nationwide from any and all liability in reliance on instructions given under the authority described above. You and the Registered Representative also agree to jointly and severally indemnify Nationwide for and against any claim, liability or expense arising out of any action taken by Nationwide in reliance of such instructions.

2c. Purchase Payment

Approximate Amount: \$ 10,000 (\$10,000 initial minimum.)

Payment Submitted Via: ☒ Check ☐ Wire ☐ 1035(a) Exchange* ☐ Transfer/Rollover*

* Additional forms required. Please see the New Business Enrollment Packet.

3. Contract Options *Election of Options in this section increases the Variable Account charges on your contract. Consult your prospectus.*

3a. Capital Preservation Plus Lifetime Income (CPPLI) *Not available if the Nationwide Lifetime Income Option (L.Inc) is elected.*

Contract Owner, or Annuitant in the case of non-natural Contract Owner, must be age 35 or older.

When electing this Option, transfers between funds/models may be limited. Please contact Nationwide for more details.

NOTE: This Option may have limited usefulness when elected in conjunction with tax-qualified contract types because partial withdrawals made to satisfy minimum distribution rules might result in a proportional reduction in the Benefit Base. If you plan to exercise the benefit before or after your required minimum distribution beginning date under a tax-qualified contract, you should consider whether the benefit is appropriate for your circumstances. You should consult your tax advisor.

Capital Preservation Plus Lifetime Income (CPPLI)

☐ 6-Month DCA

☐ 12-Month DCA

☐ No DCA

A Enhanced Equity Exposure Program

(Select duration /fund option below)



Choose only one box below.

Program Duration

5 Year

7 Year

10 Year

Fund Option (select only one)

☐☐☐

Nationwide Custom Portfolio (Nationwide Custom Portfolio requires submission of a Custom Portfolio Administrative form which is located in the New Business Enrollment Packet.)

☐☐☐

American Funds Option (34% American Funds NVIT Growth-Income Fund, 33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund)

☐

American Funds NVIT Asset Allocation Fund

☐☐☐

NVIT Cardinal Conservative Fund

☐☐☐

NVIT Cardinal Moderately Conservative Fund

☐☐☐

NVIT Cardinal Balanced Fund

☐☐

NVIT Cardinal Moderate Fund

☐☐

NVIT Cardinal Capital Appreciation Fund

☐

NVIT Cardinal Moderately Aggressive Fund

☐☐☐

NVIT Investor Dest. Conservative Fund

☐☐☐

NVIT Investor Dest. Moderately Conservative Fund

☐☐☐

Balanced Option (50% NVIT Investor Dest. Moderate Fund and 50% NVIT Investor Dest. Moderately Conservative Fund)

☐☐

NVIT Investor Dest. Moderate Fund

☐☐

Capital Appreciation Option (50% NVIT Investor Dest. Moderate Fund and 50% NVIT Investor Dest. Moderately Aggressive Fund)

☐

NVIT Investor Dest. Moderately Aggressive Fund

☐

NVIT Investor Dest. Aggressive Fund

☐☐

VIP Freedom 2010 Portfolio

☐

VIP Freedom 2020 Portfolio

☐

VIP Freedom 2030 Portfolio

☐ **Check here if there will be multiple transfers or 1035 Exchanges into this Option.**

(IMPORTANT: Nationwide must know of all possible transfers at the inception of the Contract.)

3b. The Nationwide Lifetime Income OptionSM (L.Inc) *Not available with CPPLI.*

Contract Owner, or Annuitant in the case of non-natural Contract Owner, must be between the age of 45 and 85.

Select one or more funds from Box A, or one model from Box B.

The Nationwide Lifetime Income OptionSM (L.Inc)

☐ 6-Month Enhanced DCA

☐ 12-Month Enhanced DCA

☐ No DCA

A Whole percentages only. Must add up to 100%.

50 %	American Funds NVIT Asset Allocation Fund
%	NVIT Cardinal Conservative Fund
50 %	NVIT Cardinal Moderately Conservative Fund
%	NVIT Cardinal Balanced Fund
%	NVIT Cardinal Moderate Fund
%	NVIT Cardinal Capital Appreciation Fund
%	NVIT Cardinal Moderately Aggressive Fund
%	NVIT Investor Dest. Conservative Fund
%	NVIT Investor Dest. Moderately Conservative Fund
%	NVIT Investor Dest. Moderate Fund
%	NVIT Investor Dest. Moderately Aggressive Fund
%	VIP Freedom 2010 Portfolio
%	VIP Freedom 2020 Portfolio
= 100%	

B Elect **one** option only. **100%** of the variable money in the contract will be allocated to option elected.

- ☐ American Funds Option (34% American Funds NVIT Growth-Income Fund, 33% American Funds NVIT Asset Allocation Fund, 33% American Funds NVIT Bond Fund)
- ☐ Balanced Option (50% NVIT Investor Dest. Moderate Fund and 50% NVIT Investor Dest. Moderately Conservative Fund)
- ☐ Capital Appreciation Option (50% NVIT Investor Dest. Moderate Fund and 50% NVIT Investor Dest. Moderately Aggressive Fund)

STOP Nationwide Custom Portfolio requires submission of a Custom Portfolio Administrative form which is located in the New Business Enrollment Packet.

☐ Nationwide Custom Portfolio

Please check the box which best describes your anticipated use of this benefit.

☐ Immediately ☐ In ____ years ☒ Not Sure

STOP If you want to begin immediate income, you must complete the L.Inc Administrative form in the New Business Enrollment Packet.

By electing the Spousal Continuation Benefit, you are accepting additional charges and naming your spouse as a Joint Determining Life. (Spouse must be between the age of 45 and 85.) Please note that lifetime income percentage will be based on the age of the younger spouse. The Determining Life and Joint Determining Life must be named as sole Primary Beneficiaries in section 1f.

☒ **Spousal Continuation Benefit** ☐ Same as Co-Annuitant

First Name: MI: Last Name:

Date of Birth: Sex: ☐ M ☒ F Soc. Sec. No. or Tax ID:

3c. Death Benefits Includes a Standard Death Benefit unless an Enhanced Death Benefit is elected.

I elect (choose only **one**): ☐ One-Year Enhanced Death Benefit (Annuitant/Co-Annuitant, age 80 or younger.)
☒ One-Month Enhanced Death Benefit (Annuitant/Co-Annuitant, age 75 or younger.)
☐ Combination Enhanced Death Benefit II - Greater of One-Year/5% Interest
(Annuitant/Co Annuitant, age 75 or younger.)

3d. Beneficiary Protector II Not available in ND.

I elect: ☐ Beneficiary Protector II (Annuitant/Co-Annuitant, age 75 or younger.)

4. Investment Options

4a. Administrative Services

Asset Rebalancing – Only the variable portion of the allocations will be rebalanced. Not available with L.Inc or the Enhanced CPPLI Option(s). ☐ Monthly ☐ Quarterly ☐ Semi-Annually ☐ Annually

Dollar Cost Averaging (DCA) – DCA these allocations from:

- ☐ 6-month Enhanced
☐ 12-month Enhanced
☐ Interest Averaging Monthly
☐ Standard Fixed Account Monthly: Dollar Amount \$

4b. Purchase Payment Allocation and Disclosures *Must be whole percentages and must add up to 100%.*

*Funds designated by an * may include additional restrictions and/or charges. Please review the underlying fund prospectus carefully. The underlying investment options listed below are only available in variable annuity insurance products issued by life insurance companies or, in some cases, through participation in certain qualified pension or retirement plans. They are NOT offered to the general public directly.*

Consult your prospectus for reference to Share Class.

AIM Variable Insurance Funds

% AIM V.I. Capital Development Fund

AllianceBernstein Variable Products Series Fund, Inc.

% AllianceBernstein Small/Mid Cap Value Portfolio

American Century Variable Portfolios, Inc.

% American Century VP Mid Cap Value Fund

% American Century VP Value Fund

American Century Variable Portfolios II, Inc.

% American Century VP Inflation Protection Fund

Dreyfus

% Dreyfus Investment Portfolios - Small Cap Stock Index Portfolio

% Dreyfus Stock Index Fund, Inc.

% Dreyfus Variable Investment Fund – Appreciation Portfolio

Fidelity Variable Insurance Products Fund

% VIP Energy Portfolio*

% VIP Equity-Income Portfolio

% VIP Freedom 2010 Portfolio

% VIP Freedom 2020 Portfolio

% VIP Freedom 2030 Portfolio

% VIP Growth Portfolio

% VIP Investment Grade Bond Portfolio

% VIP Mid Cap Portfolio

% VIP Overseas Portfolio*

Franklin Templeton Variable Insurance Products Trust

% Franklin Income Securities Fund

% Franklin Small Cap Value Securities Fund

% Franklin Templeton VIP Founding Funds Allocation Fund

% Templeton Foreign Securities Fund*

% Templeton Global Income Securities Fund*

Janus Aspen Series

% Forty Portfolio

% International Growth Portfolio*

Lehman Brothers Advisers Management Trust

% AMT Short Duration Bond Portfolio

MFS® Variable Insurance Trust

% MFS Value Series

Nationwide Variable Insurance Trust (NVIT)

% American Funds NVIT Asset Allocation Fund

% American Funds NVIT Bond Fund

% American Funds NVIT Global Growth Fund

% American Funds NVIT Growth Fund

% American Funds NVIT Growth-Income Fund

% Federated NVIT High Income Bond Fund*

% Gartmore NVIT Emerging Markets Fund*

% Gartmore NVIT International Equity Fund*

% Lehman Brothers NVIT Core Plus Bond Fund

% Neuberger Berman NVIT Multi Cap Opportunities Fund

% Neuberger Berman NVIT Socially Responsible Fund

% NVIT Cardinal Aggressive Fund

% NVIT Cardinal Balanced Fund

% NVIT Cardinal Capital Appreciation Fund

% NVIT Cardinal Conservative Fund

% NVIT Cardinal Moderate Fund

% NVIT Cardinal Moderately Aggressive Fund

% NVIT Cardinal Moderately Conservative Fund

% NVIT Core Bond Fund

% NVIT Government Bond Fund

% NVIT Health Sciences Fund*

% NVIT International Index Fund*

% NVIT Mid Cap Growth Fund

% NVIT Mid Cap Index Fund

% NVIT Money Market Fund

% NVIT Multi-Manager International Growth Fund*

% NVIT Multi-Manager International Value Fund*

% NVIT Multi-Manager Large Cap Growth Fund

% NVIT Multi-Manager Large Cap Value Fund

% NVIT Multi-Manager Mid Cap Growth Fund

% NVIT Multi-Manager Mid Cap Value Fund

% NVIT Multi-Manager Small Cap Growth Fund

% NVIT Multi-Manager Small Cap Value Fund

% NVIT Multi-Manager Small Company Fund

% NVIT Nationwide Fund

% NVIT Short Term Bond Fund

% NVIT Technology and Communications Fund*

% NVIT U.S. Growth Leaders Fund

% Van Kampen NVIT Comstock Value Fund

% Van Kampen NVIT Multi Sector Bond Fund

% Van Kampen NVIT Real Estate Fund

NVIT Investor Destinations Funds

% NVIT Investor Dest. Conservative Fund

% NVIT Investor Dest. Moderately Conservative Fund

% NVIT Investor Dest. Moderate Fund

% NVIT Investor Dest. Moderately Aggressive Fund

% NVIT Investor Dest. Aggressive Fund

Oppenheimer Variable Account Funds

% Oppenheimer Capital Appreciation Fund/VA

% Oppenheimer Global Securities Fund/VA*

% Oppenheimer High Income Fund/VA

% Oppenheimer Main Street Fund®/VA

% Oppenheimer Main Street Small Cap Fund®/VA

T. Rowe Price Equity Series, Inc.

% T. Rowe Price Blue Chip Growth Portfolio

% T. Rowe Price Equity Income Portfolio

Van Kampen

The Universal Institutional Funds, Inc.

% Core Plus Fixed Income Portfolio

Passive Packaged Options (Elect only One Option. 100% of variable money in the contract will be allocated to Option elected.)

☐ Balanced Option (50% NVIT Investor Dest. Moderate Fund and 50% NVIT Investor Dest. Moderately Conservative Fund)

☐ Capital Appreciation Option (50% NVIT Investor Dest. Moderate Fund and 50% NVIT Investor Dest. Moderately Aggressive Fund)

Nationwide Life Insurance Company

% Fixed Account

5. State Disclosures

Notice to MN, ND, SC, SD and TX Residents Only: Annuity payments, death benefits, surrender values, and other Contract values provided by this Contract, when based on the investment experience of a separate account, may increase or decrease in accordance with the fluctuations in the net investment factor and are not guaranteed as to fixed-dollar amount, unless otherwise specified.

Additionally, any benefits, values or payments based on performance of the underlying investment options may vary and are NOT guaranteed by Nationwide Life Insurance Company, any other insurance company, by the U.S. Government, or any State Government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

Notice to AR, CO, KY, LA, ME, NM, OH and TN Residents Only: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

Notice to MN Residents Only: This Contract is not protected by the Minnesota Life and Health Insurance Guaranty Association or the Minnesota Insurance Guaranty Association. In the case of insolvency, payment of claims is not guaranteed. Only the assets of the Insurer will be available to pay your claim.

Notice to DC Residents Only: WARNING: It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

Notice to PR Residents: Any person who knowingly, or with the intention to defraud, includes false information in an application for insurance, or files, assists or abets in the filing of a fraudulent claim to obtain payment for a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony. If found guilty, said person shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

Notice to OK Residents Only: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

6. Contract Owner Signatures and Authorizations

☐ Yes ☒ No **Do you have existing life insurance or annuity contracts?**

☐ Yes ☒ No **Will the applied for Contract replace any existing life insurance or annuity contracts?**



If you answered "yes" to EITHER question above, your state may require NAIC replacement forms. Please look in the New Business Enrollment Packet to see if your state requires additional NAIC replacement forms.

The contract payments or values under the variable annuity provisions of the Contract are variable and are not guaranteed as to fixed dollar amount.

I understand the purpose and intent of this Contract is to offer benefits to individuals. I hereby acknowledge that this Contract will not be used with other contracts issued by Nationwide to cover a single life with more than \$1 million in premium without permission from Nationwide. I hereby acknowledge that I do not represent a corporate entity or institutional investor. I hereby acknowledge that I am purchasing this contract for myself and that I do not intend to immediately assign any benefits under this contract to a corporate entity or institutional investor.

To the best of my knowledge and belief, I hereby represent my answers to the above questions and all statements herein to be accurate and complete. I acknowledge that I have received and understand the current prospectus for this variable annuity Contract.

When you sign this application, you are agreeing to the elections you have made and acknowledging your understanding of the terms and conditions described in this application. If you have any questions, ask your Registered Representative BEFORE you sign this application.



Contract Owner

Must Sign Here:

X John Q. Doe

Joint Contract Owner Signature (if any): X Jane M. Doe

State In Which Application Was Signed: Anystate

Date: January 5, 2009

Contract Owner's Daytime Phone Number: (222) 222-2222

Contract Owner's E-mail Address: jdoe@abccompany.com

7. Registered Representative Information

7a. Primary Registered Representative Information (Please print.)

- ☐ Yes ☒ No Are you aware of any existing annuities or insurance owned by the applicant?
☐ Yes ☒ No Will the applied for Contract replace any existing life insurance or annuity contracts?

First Name: Thomas MI: A. Last Name: Moore

Phone: (555) 555-5555 Percentage 100 %

E-mail: tmoore@abcbrokerage.com

Broker/Dealer Name: ABC Brokerage

SSN #: 321 - 45 - 6789 (Not required if broker and broker dealer name are printed clearly above.)

When the Registered Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the Registered Representative.

Signature: X Thomas A Moore

7b. Additional Registered Representative Information (Please print.)

- ☐ Yes ☐ No Are you aware of any existing annuities or insurance owned by the applicant?
☐ Yes ☐ No Will the applied for Contract replace any existing life insurance or annuity contracts?

First Name: MI: Last Name:

Phone: () Percentage %

E-mail:

Broker/Dealer Name:

SSN #: - - (Not required if broker and broker dealer name are printed clearly above.)

When the Registered Representative signs this application, he/she is agreeing to all the terms and conditions applicable to him/her as the Registered Representative.

Signature: X

Affix Registered Representative label here if applicable.

NATIONWIDE LIFE INSURANCE COMPANY

[P.O. Box 1234, Columbus, OH 43215-1234]

[1-800-321-9332]

Application and Acknowledgement

Individual Flexible Purchase Payment Variable Deferred Annuity Contract

This Application and Acknowledgment completes the Contract Owner's purchase and receipt of the above-referenced Contract. Please verify that the information is correct and *carefully read* and sign where indicated.

CONTRACT INFORMATION

Product Name: [Nationwide Destination L]
Date of Issue: [January 5, 2009]
Contract Type: [Non-Qualified]

Contract Number: [12-34567890]
Annuity Commencement Date: [January 1, 2046]
Initial Purchase Payment: [\$10,000]

Contract Owner Information

Name: [John A. Doe]
Address: [1234 Any Street Anyplace, Anystate 12345-6789]
SSN: [123-45-6789]
Birth Date: [January 1, 1956]
Gender: [Male]

Annuitant Information

Name: [John A. Doe]
Address: [1234 Any Street Anyplace, Anystate 12345-6789]
SSN: [123-45-6789]
Birth Date: [January 1, 1956]
Gender: [Male]

[☒] Joint or [☐] Contingent Owner Information

Name: [Jane B. Doe]
Address: [1234 Any Street Anyplace, Anystate 12345-6789]
SSN: [987-65-4321]
Birth Date: [December 1, 1961]
Gender: [Female]

[☐] Contingent or [☒] Co-Annuitant Information

Name: [Jane B. Doe]
Address: [1234 Any Street Anyplace, Anystate 12345-6789]
SSN: [987-65-4321]
Birth Date: [December 1, 1961]
Gender: [Female]

Contract Options

[Standard Death Benefit
Beneficiary Protector II
One Year Enhanced Death Benefit
One Month Enhanced Death Benefit
Combination Enhanced Death Benefit II
Capital Preservation Plus Lifetime Income Option
Lifetime Income (L.Inc.) Option]

Beneficiaries

<u>Name</u>	<u>Primary or Contingent</u>	<u>Percentage Allocation</u>
[John A. Doe]	[Primary]	[50%]
[Jane B. Doe]	[Primary]	[50%]
[Janice Doe]	[Contingent]	[100%]

Initial Purchase Payment Allocation

Please note: The underlying investment options listed on this application are only available in variable annuity insurance products issued by life insurance companies or, in some cases, through participation in certain qualified pension or retirement plans. They are NOT offered to the general public directly.

NVIT EMERGING MARKETS	25%
FIXED ACCOUNT	25%
FID VIP OVERSEAS PORT	25%
AM CEN VP VALUE	25%

Remarks

NOTICE TO MN, ND, SC, SD, AND TX RESIDENTS ONLY: Annuity payments, death benefits, surrender values, and other Contract values provided by this Contract, when based on the investment experience of a separate account, are variable, may increase or decrease in accordance with the fluctuations in the net investment factor, as applicable, and are not guaranteed as to fixed-dollar amount, unless otherwise specified.

Additionally, any benefits, values or payments based on performance of the underlying investment options may vary and are NOT guaranteed by Nationwide, any other insurance company, by the U.S. Government, or any State Government. They are NOT federally insured by the FDIC, the Federal Reserve Board or any agency Federal or State.

NOTICE TO AR, CO, KY, LA, ME, NM, OH AND TN RESIDENTS ONLY: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

NOTICE TO MN RESIDENTS ONLY: This Contract is not protected by the Minnesota Life and Health Insurance Guaranty Association or the Minnesota Insurance Guaranty Association. In the case of insolvency, payment of claims is not guaranteed. Only the assets of the Insurer will be available to pay your claim.

NOTICE TO DC RESIDENTS ONLY: **WARNING:** It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO PR RESIDENTS: Any person who knowingly, or with the intention to defraud, includes false information in an application for insurance, or files, assists or abets in the filing of a fraudulent claim to obtain payment for a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony. If found guilty, said person shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand (\$10,000); or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

NOTICE TO OK RESIDENTS ONLY: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

CONTRACT OWNER SIGNATURES

State In Which The Application Is Signed [Anystate]

☐ Yes ☒ No Do you have existing life insurance or annuity contracts?

☐ Yes ☒ No Will the applied for Contract replace any existing life insurance or annuity contracts?

By signing and dating this application, I am confirming the following: (1) to the best of my knowledge and belief the information outlined above is true and correct; (2) I have received the annuity contract referenced above; (3) I have read and understand the prospectus; and (4) I understand that contract payments or values under the variable annuity provisions of the Contract are variable and not guaranteed as to fixed dollar amount. In purchasing this annuity, I agree and acknowledge that I am not an institutional investor nor do I represent the interests of an institutional investor.

Contract Owner John A. Doe 01/05/09
(Signature) (Date)

Joint Owner Jane B. Doe 01/05/09
(Signature) (Date)

REGISTERED REPRESENTATIVE INFORMATION

☐ Yes ☒ No Are you aware of any existing annuities or insurance owned by the applicant?

☐ Yes ☒ No Will the applied for Contract replace any existing life insurance or annuity contracts?

Registered Representative¹: Thomas A. Moore 01/05/09
(Signature) (Date)

Firm Name: ABC Brokerage

Print Reg. Rep. Name: Thomas A. Moore

Phone No.: (555) 555-0505

Address: 444 Anystreet
Anycity, Anystate 12345-6789

¹Registered Representatives are Insurance Agents.

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

**COMBINATION ENHANCED DEATH BENEFIT OPTION II
(GREATER OF ONE-YEAR ANNIVERSARY OR 5% INTEREST)**

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue. This option is only available at the time of application. To the extent any provisions contained in this option are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this option will control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

This option is only available to Contracts with Annuitants age 75 or younger on the Date of Issue. The benefits described in this option will cease upon termination of the Contract or Annuitization.

This option is irrevocable.

Additional Charge

When this option is elected, Nationwide deducts an additional charge at an annual rate of 0.45% of the daily net asset value of the Variable Account. This charge will cease upon Annuitization or if the contract is terminated and will not increase as long as the Contract remains in force.

Enhanced Death Benefit

The dollar amount of the Death Benefit is equal to the greatest of:

- (1) the Contract Value;
- (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;
- (3) the greatest Contract Anniversary value before the deceased applicable Annuitant's 81st birthday. The Contract Anniversary value is equal to the Contract Value on a Contract Anniversary plus any Purchase Payments since that Contract Anniversary and reduced by any Surrenders since that Contract Anniversary in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender;
- (4) the 5% interest anniversary value.

Notwithstanding any of the preceding, if an election as to Surrender or Annuitization is not received by Nationwide within one year of the applicable Annuitant's death, then the value of the Death Benefit will be the greater of items (1) or (2) in the preceding paragraphs.

The interest anniversary value described in the preceding item (4) equals: (a) Purchase Payments accumulated at 5% compound interest until the most recent Contract Anniversary, adjusted for each amount Surrendered, if the applicable Annuitant dies before their 81st birthday; or (b) Purchase Payments accumulated at 5% compound interest until the Contract Anniversary prior to the applicable Annuitant's 81st birthday, adjusted for each amount Surrendered, if the applicable Annuitant dies after their 81st birthday.

The adjustment for amounts Surrendered will reduce the accumulated value as of the most recent Contract Anniversary prior to each partial Surrender in the same proportion that the Contract Value was reduced on the date of each partial Surrender. This adjusted value is then accumulated at 5% compound interest to determine the Death Benefit. For example, a Surrender reducing the Contract Value by 25% will reduce the Death Benefit as of the most recent Contract Anniversary by 25%. The total accumulated amount for purposes of the interest anniversary value, adjusted for partial Surrenders, will not exceed 200% of Purchase Payments adjusted for amounts Surrendered.

In addition, after the first Contract Anniversary if the Fixed Account allocation becomes greater than 30% of the Contract Value through the application of additional Purchase Payments or Surrenders, or transfers among the available investment options under the Contract, then for purposes of calculating the interest anniversary value, 0% will accrue in that year (as measured by each recurring Contract Anniversary). If the Fixed Account allocation becomes greater than 30% of the Contract Value solely as a result of fluctuations in the value of the Variable Account, then interest will continue to accrue, for purposes of the interest anniversary value, at 5% annually, subject to the other terms and conditions outlined in this document.

The Death Benefit described herein is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) the Contract Value (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; (3) the greatest Contract Anniversary value before the deceased Annuitant's 81st birthday.

The Contract Anniversary value is equal to the Contract Value on a Contract Anniversary plus any Purchase Payments since that Contract Anniversary and reduced by any Surrenders since that Contract

Anniversary in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender; or (4) the 5% interest anniversary value. The interest anniversary value is adjusted and limited in the same manner as described in the "Enhanced Death Benefit" section of this document.

B = The Contract Value.

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

If elected, the Spousal Protection benefit is also available in conjunction with this option provided that both the Annuitant and Co-Annuitant are age 75 or younger on the Date of Issue. If a Co-Annuitant is added at any time after the Date of Issue, the Co-Annuitant must be age 75 or younger at the time of addition.

Executed for Nationwide by:



Secretary



President

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

ONE-YEAR ENHANCED DEATH BENEFIT OPTION

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue. This option is only available at the time of application. To the extent any provisions contained in this option are contrary to or inconsistent with those of the Contract to which it is attached, the provisions of this option will control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

This option is only available to Contracts with Annuitants age 80 or younger on the Date of Issue. The benefits described in this option will cease upon termination of the Contract or Annuitization.

This option is irrevocable.

Additional Charge

When this option is elected, Nationwide deducts an additional charge at an annual rate of 0.20% of the daily net asset value of the Variable Account. This charge will cease upon Annuitization or if the Contract is terminated and will not increase as long as the Contract remains in-force.

Enhanced Death Benefit

The dollar amount of the Death Benefit is equal to the greatest of:

- (1) the Contract Value;
- (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;
- (3) the greatest Contract Anniversary value before the deceased Annuitant's 86th birthday. The Contract Anniversary value is equal to the Contract Value on a Contract Anniversary plus any Purchase Payments since that Contract Anniversary and reduced by any Surrenders since that Contract Anniversary in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

Notwithstanding any of the preceding, if an election as to Surrender or Annuitization is not received by Nationwide within one year of the Annuitant's death, then the value of the Death Benefit will be the greater of items (1) or (2) in the preceding paragraphs.

The Death Benefit described herein is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) The Contract Value; (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; or (3) the greatest Contract Anniversary value before the deceased Annuitant's 86th birthday. The Contract Anniversary value is equal to the Contract Value on a Contract Anniversary plus any Purchase Payments since that Contract Anniversary and reduced by any Surrenders since that Contract Anniversary in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

B = The Contract Value

F = The ratio of \$3,000,000 to sum of all Purchase Payments.

The Spousal Protection benefit is also available in conjunction with this option provided that both the Annuitant and Co-Annuitant are age 80 or younger on the Date of Issue. If a Co-Annuitant is added at any time after the Date of Issue, the Co-Annuitant must be age 80 or younger at the time of addition.

Executed for Nationwide by:

A handwritten signature in dark ink, enclosed within a rectangular box. The signature is stylized and cursive.

Secretary

A handwritten signature in dark ink, enclosed within a rectangular box. The signature reads "Mark R. Mark" in a cursive style.

President

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

ONE-MONTH ENHANCED DEATH BENEFIT OPTION

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the Date of Issue. This option is only available at the time of application. To the extent any provisions contained in this option are contrary to or inconsistent with those of the Contract to which it is attached; the provisions of this option will control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

This option is only available to Contracts with Annuitants age 75 or younger on the Date of Issue. The benefits described in this option will cease upon termination of the Contract or Annuitization.

This option is irrevocable.

Additional Charge

When this option is elected, Nationwide deducts an additional charge at an annual rate of 0.35% of the daily net asset value of the Variable Account. This charge will cease upon Annuitization or if the Contract is terminated and will not increase as long as the Contract remains in-force.

Definitions

The following definition is added to the Contract.

Monthly Death Benefit Date – Beginning with the Date of Issue, the date on which each one-month period of time elapses. The day on which this date falls each month will be the same date in the month as the Date of Issue. In the case of a Date of Issue falling on the 29th, 30th, or 31st day of the month, the date in months with fewer days will be the last day of the month.

Enhanced Death Benefit

The dollar amount of the Death Benefit is equal to the greatest of:

(1) the Contract Value;

- (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender;
- (3) the greatest value of any Monthly Death Benefit Date before the deceased Annuitant's 81st birthday. The value of a Monthly Death Benefit Date is equal to the Contract Value on a Monthly Death Benefit Date plus any Purchase Payments since that Monthly Death Benefit Date and reduced by any Surrenders since that Monthly Death Benefit Date in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

Notwithstanding any of the preceding, if an election as to Surrender or Annuitization is not received by Nationwide within one year of the Annuitant's death, then the value of the Death Benefit will be the greater of items (1) or (2) in the preceding paragraphs.

The Death Benefit described herein is adjusted in cases where a Contract has more than \$3,000,000 in cumulative Purchase Payments. The adjustment is calculated using the following formula:

$$A \times F + B \times (1 - F)$$

Where:

A = The greatest of: (1) The Contract Value; (2) total Purchase Payments made to the Contract reduced by any Surrender in the proportion that such Surrender reduced the Contract Value on the date of Surrender; or (3) the greatest value of any Monthly Death Benefit Date before the deceased Annuitant's 81st birthday. The value of a Monthly Death Benefit Date is equal to the Contract Value on a Monthly Death Benefit Date plus any Purchase Payments since that Monthly Death Benefit Date and reduced by any Surrenders since that Monthly Death Benefit Date in the same proportion that each such Surrender reduced the Contract Value on the date of Surrender.

B = The Contract Value

F = The ratio of \$3,000,000 to sum of all
Purchase Payments.

If elected, the Spousal Protection benefit is also available in conjunction with this option provided that both the Annuitant and Co-Annuitant are age 75 or younger on the Date of Issue. If a Co-Annuitant is added at any time after the Date of Issue, the Co-Annuitant must be age 75 or younger at the time of addition.

Executed for Nationwide by:

A handwritten signature in dark ink, enclosed within a rectangular box. The signature is stylized and cursive.

Secretary

A handwritten signature in dark ink, enclosed within a rectangular box. The signature reads "Mark R. Marsh" in a cursive style.

President

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

CAPITAL PRESERVATION PLUS LIFETIME INCOME OPTION (CPPLI)

General Information Regarding this Option

This option is made part of the Contract to which it is attached and is effective on the date it is elected. Nationwide may restrict the availability of this option in conjunction with other options that may be offered with the Contract.

To the extent any provisions contained in this option are contrary to or inconsistent with those of the Contract to which it is attached the provisions of this option will control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

This option is only available to Contracts with Contract Owners (Annuitants in the event of a non-natural Contract Owner) age 35 or older on the date it is elected.

The benefits provided by this option are divided into two distinct phases, the Capital Preservation Plus (accumulation) phase and the Lifetime Withdrawal (withdrawal benefit) phase.

The Lifetime Withdrawal phase of this option is dependent on the continuation of life of the Determining Life. Notwithstanding the succession of other parties to the Contract to ownership or rights under the Contract, such parties will have no rights under this option except as otherwise provided herein. See Succession of Rights and Termination provision.

The Capital Preservation Plus Lifetime Income Option may not be revoked except as described herein. Nationwide may discontinue offering new Programs under the Capital Preservation Plus Lifetime Income Option or limit the availability of certain Program durations on a prospective basis.

The Program Guarantee Amount is only payable at the end of a Capital Preservation Plus Program.

Nationwide will only permit one Capital Preservation Plus Program to be in effect at any given time.

In addition, subsequent purchase payments are not available when the Capital Preservation Plus Lifetime Income Option is elected:

Definitions

The following definitions are added to the Contract:

Benefit Base - The greater of Contract Value or the Program Guarantee Amount on the date the last Program elected ends, subject to an adjustment for Surrenders in excess of the Lifetime Withdrawal Benefit and the Lifetime Withdrawal Benefit reset provision of this option.

Capital Preservation Plus Program (the "Program") - An election of the Contract Owner, providing for the allocation of an amount, specified by Nationwide, to the Fixed Account, if applicable, or to Sub-Accounts of the Variable Account(s) permitted by the Program. The duration of the Program is equal to a period elected by the Contract Owner of 5, 7 or 10-years. Nationwide guarantees that, at the expiration of the Program, the Contract Value will equal the value of the initial allocation to the Program, subject to an adjustment for Surrenders.

Determining Life - The person designated Contract Owner on the application (Annuitant in the event of a non-natural Contract Owner).

Immediate Withdrawal Benefit - The dollar amount available for Surrender pursuant to an election made under this endorsement during the Capital Preservation Plus phase. Such dollar amount will be equal to 6% of the Immediate Withdrawal Benefit Base available on the date a Surrender is processed by Nationwide.

Immediate Withdrawal Benefit Base - The Program Guarantee Amount in effect on the date a written request to invoke the Immediate Withdrawal Benefit is recorded by Nationwide, subject to an adjustment for Surrenders thereafter in excess of the Immediate Withdrawal Benefit.

Lifetime Withdrawal Benefit - The dollar amount available for annual Surrenders during the Lifetime Withdrawal phase that will not reduce the Benefit Base. Such dollar amount is determined by applying the Lifetime Withdrawal Percentage to the remaining Benefit Base at the time Nationwide records each Surrender request during the Lifetime Withdrawal phase.

Lifetime Withdrawal Percentage - A specified percentage based on the age of the Determining Life at the time of the first Surrender during the Lifetime Withdrawal phase (including a Surrender request for deduction of any extra-contractual service fees).

Program Adjustment - The amount Nationwide must credit to the Contract Value at the end of a Program in order for the Contract Value to equal the Contract Value at the time the Program was elected, subject to an adjustment for Surrenders. The Program Adjustment is considered earnings not a Purchase Payment.

Program Anniversary - Each recurring one-year anniversary of a Program beginning date during which a Program remains in effect.

Program Guarantee Amount - The value of the initial allocation to a Program. This represents the Contract Value on the date the Program was elected, subject to an adjustment for Surrenders.

Remaining Immediate Withdrawal Amount - The total remaining dollar amount available to be Surrendered under the Immediate Withdrawal Benefit. Initially equal to the Immediate Withdrawal Benefit Base, the dollar amount is reduced by all Surrenders until it reaches zero.

Additional Charge

While this option is in effect, Nationwide will deduct an additional charge at an annualized maximum rate of up to 1.00%. The additional charge assessed may change only if a new Program is elected and/or the Lifetime Withdrawal Benefit reset provision of this option is exercised. In such cases, a new option form will be issued. In no event will the additional charge exceed the charge for new issues of this option at the time of such election. Nationwide reserves the right to charge less than the maximum rate.

For portions of the Contract Value allocated to the Variable Account(s), the charge is deducted daily from the net asset value of such amounts.

If the Determining Life elects to discontinue this option at the end of a Program or it is terminated by operation of the Succession of Rights and Termination provision, Nationwide will discontinue deducting the additional charge. Upon initiation of the Lifetime Withdrawal phase, this option becomes irrevocable during, and the additional charge will be deducted for, the remainder of the Determining Life.

Purchase Payments

In instances where the initial Purchase Payment is being funded from multiple sources, such as an exchange of multiple contracts into the Contract, amounts received will be held in a money market sub-account until such time as the last identified incoming exchange is received. When the last incoming exchange has been received, the Contract Value will be allocated to the Program elected on the application.

Benefits Provided by this Option

Capital Preservation Plus Phase

This option permits a Contract Owner to elect a Program. The Program requires a percentage of the Contract Value to be invested in permitted Sub-Accounts of the Variable Account(s) or the Fixed Account, if applicable, for a period that matches the duration of the Program (the Program will expire at the end of the calendar quarter following the 5th, 7th or 10th anniversary of the initial allocation).

Nationwide may restrict the initial allocation of Contract Value or transfers to certain Sub-Accounts in conjunction with the Program. Nationwide may not restrict allocations to Sub-Accounts in which the Contract Owner is already invested during the Program, except in the case of a substitution of shares or the complete discontinuation of a Sub-Account as specified in the "Variable Account(s)" provisions in the "Contract Investment Options" section of the Contract.

If at the end of the Program the current Contract Value is less than the Program Guarantee Amount, Nationwide will credit the Program Adjustment to the Contract.

At least 60 days prior to the end of a Program, Nationwide will notify the Determining Life in writing of available investment options and the need to make one election from the following three alternatives:

- (1) elect to enter the Lifetime Withdrawal phase and an investment allocation;
- (2) elect a new Program at the then current pricing and terms for new issues of this option; or
- (3) elect to discontinue this option.

If no election is received in writing and recorded by Nationwide at its home office in Columbus, Ohio by the expiration date of the Program then in effect, this option will automatically terminate and any Program Adjustment will be allocated to a money market Sub-Account.

Dollar Cost Averaging

If the Contract has a Fixed Account option, the Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly basis specified amounts from the Fixed Account to certain Sub-Accounts of a Variable Account.

Dollar cost averaging transfers will continue until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

Lifetime Withdrawal Phase

If initiation of the Lifetime Withdrawal phase is elected, the Benefit Base will be established and Nationwide will transfer the entire Benefit Base amount to an investment allocation elected by the Determining Life from then available options and this option will become irrevocable during the lifetime of the Determining Life.

The Lifetime Withdrawal Percentage is determined, in accordance with the following table:

Age of the Determining Life*	Lifetime Withdrawal Percentage
Under Age 59 1/2	4%
Age 59 1/2 through Age 66	5%
Age 67 through Age 71	6%
Age 72 through Age 76	7%
Age 77 and Over	7%

*The applicable age will be determined as of the date the first request for a Surrender during the Lifetime Withdrawal phase is received and recorded by Nationwide at its home office in Columbus, Ohio.

During the Lifetime Withdrawal phase, the Determining Life may, but is not required to, request annual Surrender of the Lifetime Withdrawal Benefit without corresponding reduction of the Benefit Base. The Lifetime Withdrawal Percentage and Lifetime Withdrawal Benefit are non-cumulative.

Once the Lifetime Withdrawal Percentage is established, it will not change except in accordance with the Lifetime Withdrawal Benefit Reset provision below. The "Age of the Determining Life" at the time of the first Surrender during the Lifetime Withdrawal phase will remain the same for the entire time this option is in effect.

Nationwide guarantees availability of the Lifetime Withdrawal Benefit for annual Surrender, regardless of Contract Value, while this option is in effect. In the event the Contract Value is less than the Lifetime Withdrawal Benefit Amount, payment of the Lifetime Withdrawal Benefit amount will continue as directed by the Determining Life, such amounts will be treated as earnings. Nationwide reserves the right to change the frequency of payments to an interval that results in payments of at least \$20. However, in no event will Nationwide make payments under this option less frequently than annually.

Surrenders prior to age 59 1/2 may result in the immediate application of taxes and penalties under Section 72 of the Internal Revenue Code.

Lifetime Withdrawal Benefit Reset:

At least 60 days prior to the fifth anniversary of the date the Lifetime Withdrawal phase is initiated, Nationwide will notify the Determining Life that, where the then current Contract Value exceeds the Benefit Base, the Determining Life may elect to have the Benefit Base reset to that greater amount, subject to then current pricing and terms for new issues of this option, including available Lifetime Withdrawal Percentages. However, the applicable "Age of the Determining Life" at the time of the first Surrender during the Lifetime Withdrawal phase will not be reset.

Nationwide must receive and record the Determining Life's election by the fifth anniversary of the date the Lifetime Withdrawal phase is initiated.

If no election is received by the stipulated date, the Benefit Base will not automatically be reset and this reset opportunity is forfeit.

Nationwide may provide additional opportunities for the Determining Life to elect to reset the Lifetime Withdrawal Benefit.

Transfers

Capital Preservation Plus Phase

Transfers among the available variable Sub-Accounts are permitted if the Transfer occurs between Sub-Accounts within the same risk tolerance and Program duration. Transfers between the Fixed Account and Sub-Account are only permitted if the Transfer is part of the Dollar Cost Averaging Program.

Nationwide may require that the fund allocation selected at the time of application be maintained for the duration of the Program. However, transfers may be permitted based on the fund elected and investment options available at the time of a request.

Nationwide will advise the Determining Life in writing of any investment options made available for transfers at the time of application or at least 30 days prior to the addition of an option available for transfers.

Transfer requests that violate transfer restrictions will not be executed until/unless corrected. Nationwide will notify the Contract Owner if a requested transfer cannot be completed as submitted.

Lifetime Withdrawal Phase

Transfers after the Lifetime Withdrawal phase has been initiated may be restricted based on the investment options available and/or the allocation elected.

Surrenders

Capital Preservation Plus Phase

All Surrenders requested from the Contract while a Program is in effect will be done proportionally from each investment option based on the allocation, unless otherwise directed by the Contract Owner. Any applicable Contingent Deferred Sales Charge will apply to Surrenders.

Any Surrender prior to the expiration of a Program will result in the following:

- (1) The Program Guarantee Amount (and any applicable corresponding Program Adjustment) will be adjusted on a proportional basis for any Surrenders while the Program is in effect; and
- (2) any applicable CDSC described in the Contract will apply.

Lifetime Withdrawal Phase

Any Surrender during the Lifetime Withdrawal phase will be done proportionally from each investment option based on the allocation and any applicable CDSC described in the Contract will apply.

In addition, Surrenders of the Lifetime Withdrawal Benefit will reduce the Contract Value by the amount of the withdrawal and the Death Benefit proportionally, without corresponding reduction of the Benefit Base. Surrenders in excess of the Lifetime Withdrawal Benefit in any given year reduce the Benefit Base proportionally.

The Determining Life may elect Systematic Surrenders, as described in the Contract, of the Lifetime Benefit Amount, subject to the terms of this option.

Succession of Rights and Termination

A full Surrender of the Surrender Value, full Surrender of the Death Benefit, election to discontinue the option at the end of a Program, failure to return an election by the end date of a Program (after application of any Program Adjustment), or Annuitization at any time terminates the Capital Preservation Plus Lifetime Income option, the ability to receive the Program Guarantee Amount and/or the Lifetime Withdrawal Benefit.

Capital Preservation Plus Phase

While a Program is in effect, the benefits provided by this option will continue or terminate as follows:

1. In the case of a natural Contract Owner (Contract Owner is the Determining Life):
 - a. Where the Annuitant dies while a Program is in effect, this option will immediately terminate;
 - b. where the Contract Owner and Annuitant are not the same person, the Contract Owner dies, and there is a surviving Joint

Owner or Contingent Owner age 35 or older, this option will continue until the end of the Program then in effect. After application of the Program Adjustment, if any, the successor Contract Owner becomes the Determining Life and has all rights under this option; or

- c. where the Contract Owner and Annuitant are not the same person, the Contract Owner dies, and there is no surviving Joint Owner or Contingent Owner age 35 or older, this option will immediately terminate on the death of the Contract Owner.
2. In the case of a non-natural Contract Owner (Annuitant is the Determining Life)
 - a. Where the Annuitant dies and there is no surviving Co-Annuitant or Contingent Annuitant age 35 or older, this option will immediately terminate on the death of the Annuitant; or
 - b. where the Annuitant dies and there is a surviving Co-Annuitant or Contingent Annuitant age 35 or older, this option will continue until the end of the Program then in effect. After application of the Program Adjustment, if any, the successor Annuitant becomes the Determining Life and has all rights under this option.

Lifetime Withdrawal Phase

1. In the case of a natural Contract Owner (Contract Owner is the Determining Life), upon the death of the Determining Life or the Annuitant during the Lifetime Withdrawal phase, the benefits provided by this option terminate immediately.
2. In the case of a non-natural Contract Owner (Annuitant is the Determining Life), upon the death of the Determining Life during the Lifetime Withdrawal phase, the benefits provided by this option terminate immediately.

No successor in interest to the Contract may elect new Programs or continue the Lifetime Withdrawal phase under this option.

Contract Maintenance Charge

Any Contract Maintenance Charge described in the Contract that is assessed against the Contract Value while a Program is in effect will reduce the Program Guarantee Amount (and any applicable corresponding Program Adjustment) and the Benefit Base proportionally.

Immediate Withdrawal Benefit

Notwithstanding any other provision of this rider, if the Determining Life decides to begin taking withdrawals before the Capital Preservation Plus phase has been completed, a specific written election to invoke this Immediate Withdrawal Benefit may be made. A Surrender request alone cannot initiate this benefit. The Immediate Withdrawal Benefit is only available for election while a Program is in effect.

The election to initiate the Immediate Withdrawal Benefit is irrevocable.

If the Immediate Withdrawal Benefit is elected, the following will apply:

- (1) All guarantees associated with the Capital Preservation Plus phase of the Option are terminated and replaced with the benefits described herein;
- (2) The right to elect to enter the Lifetime Withdrawal phase or to establish a new Program of the Capital Preservation Plus phase is forfeit;
- (3) At least 60 days prior to the expiration date of the Program in effect when the Immediate Withdrawal Benefit was elected, Nationwide will notify the Determining Life in writing of available investment options and the need to make one election from the following two alternatives:
 - (a) Return an investment election from the available options; or
 - (b) elect to discontinue this Option.

If no election is received in writing and recorded by Nationwide at its home office in Columbus, Ohio by the expiration date of the Program, the Option will automatically terminate.

If the Option is terminated by election or failure to return an election, the additional charge will no longer be assessed.

An election to invoke the Immediate Withdrawal Benefit establishes the Immediate Withdrawal Benefit Base and permits, but does not require, the Determining Life to take Surrenders pursuant to the Immediate Withdrawal Benefit until the Remaining Immediate Withdrawal Amount is reduced to zero. The Immediate Withdrawal Benefit is non-cumulative and, after the first Surrender taken pursuant to this endorsement, is available each year on or after each Contract Anniversary until the Remaining Immediate Withdrawal Amount is exhausted.

Surrenders

Surrenders of the Immediate Withdrawal Benefit reduce the Remaining Immediate Withdrawal Benefit Amount on a dollar for dollar basis.

Surrenders in excess of the Immediate Withdrawal Benefit reduce the Immediate Withdrawal Benefit Base by the greater of either a dollar for dollar or proportional basis. The Remaining Immediate Withdrawal Amount will be reduced by the same dollar amount as the Immediate Withdrawal Benefit Base. **No exception is made for excess amounts required to meet Internal Revenue Code Minimum Required Distribution rules.**

Example:

Assume that at the time of a Surrender the Immediate Withdrawal Benefit Base is \$100,000; the Immediate Withdrawal Benefit percentage is 6%; the Remaining Immediate Withdrawal Amount is \$56,000; and the Contract Value is \$31,000.

A partial Surrender of \$11,000 is taken.

\$6,000 ($\$100,000 \times 6\%$) is the allowed Immediate Withdrawal Benefit and reduces the Remaining Immediate Withdrawal Amount to \$50,000 on a dollar for dollar basis ($\$56,000 - \$6,000$). The Immediate Withdrawal Benefit Base is unchanged at \$100,000. The Contract Value is reduced to \$25,000 ($\$31,000 - \$6,000$).

The excess withdrawal of \$5,000 will reduce the Immediate Withdrawal Benefit Base by the greater of \$5,000 (a dollar for dollar reduction) or \$20,000 ($5,000/25,000 \times 100,000$ a proportional reduction),

so that the Immediate Withdrawal Benefit Base is now \$80,000 ($\$100,000 - \$20,000$). The Remaining Immediate Withdrawal Amount is reduced by the same dollar amount and is now \$30,000 ($\$50,000 - \$20,000$). The Contract Value is \$20,000 ($\$25,000 - \$5,000$).

If the Contract Value is reduced to zero before the Remaining Immediate Withdrawal Amount is reduced to zero, Nationwide will automatically pay the Immediate Withdrawal Benefit each year until the Remaining Immediate Withdrawal Amount is reduced to zero or this Option is terminated according to the Succession of Rights and Termination provision. Nationwide reserves the right to change the frequency of payments to an interval that results in payments of at least \$20. However, in no event will Nationwide make payments under this option less frequently than annually.

Once the Remaining Immediate Withdrawal Amount reaches zero, the Immediate Withdrawal Benefit is complete, however, the additional charge will continue to be assessed against the remaining Contract Value, if any.

Surrenders prior to age 59 1/2 may result in the immediate application of taxes and penalties under Section 72 of the Internal Revenue Code.

Transfers

During the time an Immediate Withdrawal Benefit has been elected, the Transfer

After the expiration date of a Program during which the Immediate Withdrawal Benefit has been elected, the Transfer provisions applicable to the Lifetime Withdrawal phase will apply.

Succession of Rights and Termination

A full Surrender of the Surrender Value, full Surrender of the Death Benefit, election to discontinue the Option at the end of a Program period, failure to return an election by the end date of a Program, or Annuitization at any time terminates the Capital Preservation Plus Lifetime Income option and the ability to receive the Immediate Withdrawal Benefit.

Once the Remaining Immediate Withdrawal Amount reaches zero, the Immediate Withdrawal Benefit is terminated, however, the additional charge will continue to be assessed against the remaining Contract Value, if any.


Prior to the expiration date of a Program during which the Immediate Withdrawal Benefit has been elected, the Succession of Rights and Termination provisions applicable to the Capital Preservation Plus phase will apply.

After the expiration date of a Program during which the Immediate Withdrawal Benefit has been elected, the Succession of Rights and Termination provisions applicable to the Lifetime Income phase will apply.

Executed for Nationwide by:

A handwritten signature in dark ink, enclosed within a rectangular box. The signature is stylized and cursive.

Secretary

A handwritten signature in dark ink, enclosed within a rectangular box. The signature reads "Mark R. Marsh" in a cursive script.

President

**NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215**

FIXED ACCOUNT ENDORSEMENT

To Individual Flexible Purchase Payment Variable Deferred Annuity Contract

General Information Regarding this Endorsement

To the extent the terms of the Contract and this endorsement are inconsistent, the terms of this endorsement shall control the Contract accordingly. Non-defined terms shall have the meaning given to them in the Contract.

This endorsement adds a Fixed Account investment option to the Contract.

Certain options that may be elected by the Contract Owner assess an additional charge to the Fixed Account. In no event, however, will the rate of interest credited to the Fixed Account be less than the minimum guaranteed interest rate stated herein.

Definitions

The following definitions are modified in or added to the Contract:

Contract Value - The combined value of the Variable Accounts and the Fixed Account.

Fixed Account - An investment option funded by Nationwide's general account.

Minimum Nonforfeiture Rate(s) - The interest rate(s) used to calculate the Minimum Nonforfeiture Value. This interest rate(s) may never be less than 1.0% or greater than 3.0%. The rate is calculated using the average of the weekly 5-year Constant Maturity Treasury rate for the calendar quarter, excluding the last week (rounded to the nearest 1/20th of 1%), preceding the Date of Issue or the Redetermination Date minus 1.25%.

Minimum Nonforfeiture Value - The minimum required value of amounts allocated to the Fixed Account. This value is calculated in accordance with state law and is not less than 87.5% of allocations to the Fixed Account, whether by a transfer from another investment option or Purchase Payment, accumulated at the applicable Minimum Nonforfeiture Rates, for as long as such amounts remain in the Fixed Account, less an annual assumed contract charge of \$30. The Minimum Nonforfeiture Value may be greater than or less than the Surrender Value or Transfer Value.

Redetermination Date - The date, every 5th Contract Anniversary following the Date of Issue, the Minimum Nonforfeiture Rate is recalculated.

Transfer Value - The accumulated value, calculated using interest rates credited to the Fixed Account, of each requested transfer from the Fixed Account to another investment option available under the Contract.

The following provisions modifying the Contract are added.

Fixed Account

The Fixed Account may not be available in conjunction with the election of certain options.

The Fixed Account is an investment option under the Contract offering guaranteed interest rates. Nationwide credits interest to the Fixed Account at the interest rate or rates Nationwide periodically declares. Interest rates are determined at the sole discretion of Nationwide, but the interest rate credited is guaranteed to be at least 1.00% per year. Interest rates are declared to the Contract Owner in writing on quarterly statements. Nationwide states its interest rates as an annualized rate (the effective yield of interest over a one year period).

When new Purchase Payments, or amounts transferred from the Variable Account are allocated to the Fixed Account, the Fixed Account interest rates currently in effect are applied to these allocations. The interest rate guarantee period on initial Fixed Account allocations lasts until the end of the calendar quarter at least one year (but no more than 15 months) after the date of deposit or transfer. When subsequent interest rates are declared, those rates will have a guarantee period of 12 months (one year).

Upon Surrender or transfer to another investment option under the Contract, the Contract Owner will receive the greater of:

- (1) the Surrender Value/Transfer Value of Fixed Account allocations being Surrendered/transferred; or
- (2) the Minimum Nonforfeiture Value.

Paid-up annuity benefits, cash surrender benefits or the Death Benefit that may become payable from the Fixed Account will never be less than the minimum benefits required by the statute of the state in which the Contract is issued.

Fixed Account guarantees are supported by the general account of Nationwide and are not insured by the FDIC, NCUSIF or any other agency of the Federal government.

Nationwide reserves the right not to accept subsequent Purchase Payments or transfer allocations to the Fixed Account.

Variable Accounts

Accumulation Units of a Sub-Account are reduced by transfers to the Fixed Account.

Transfers

The following transfer restrictions are added to the contract.

- (1) Transfers to or from the Fixed Account must be made prior to the Annuitization Date.

- (2) Transfers out of the Fixed Account are limited by Nationwide to those amounts attributable to interest rate guarantee periods that have expired. For 45 days following the expiration of an interest rate guarantee period, Nationwide will permit the Contract Owner to transfer these amounts to the Variable Account (subject to the other restrictions described in this section). Nationwide may limit transfers out of the Fixed Account to 10% of the amount in an expired interest rate guarantee period.
- (3) Nationwide may delay a transfer out of the Fixed Account for a period of up to six months from the date it receives the request from the Contract Owner.
- (4) Nationwide may refuse transfers into the Fixed Account at any time and at its sole discretion.

Surrenders

Surrenders will be taken proportionally from all investment options, including the Fixed Account.

Nationwide may delay payment of a Surrender of any portion of the Fixed Account for up to six months from the date the request is received subject to regulatory approval. Nationwide will not delay payment of a Surrender unless Nationwide has made a written request and received written approval from the Commissioner of Insurance. Such request will address the necessity of the delay and the equitability to all Contract Owners.

Asset Rebalancing

This service is not available, nor will it ever apply, to any part of the Contract Value allocated to the Fixed Account.

Enhanced Fixed Account Dollar Cost Averaging

Nationwide may, from time to time, offer an enhanced Fixed Account dollar cost averaging program.

When offered, to be eligible to participate in this program, the Contract Value must be at least \$10,000. If subsequent Purchase Payments are permitted by Nationwide into this program the Contract Value must be at least \$10,000. Prior to participation in this program, the Contract Owner may obtain the available Sub-Account(s), duration(s) and credited rates. Nationwide may also assess a

processing fee for this service. Nationwide may stop establishing new enhanced rate Fixed Account dollar cost averaging programs at any time.

If a Contract Owner terminates an enhanced Fixed Account dollar cost averaging program prematurely, any remaining funds in the Fixed Account that are part of the enhanced Fixed Account dollar cost averaging program will be transferred to a money market Sub-Account, unless the Contract Owner directs these amounts to another Sub-Account.

Fixed Account Interest Out Dollar Cost Averaging

The Contract Owner may elect, on a form provided by Nationwide, to have interest earnings on the Fixed Account transferred on a monthly basis to Sub-Accounts of the Variable Account.

Other Dollar Cost Averaging Programs

The Contract Owner may elect, on a form provided by Nationwide, to transfer on a monthly, quarterly, semi-annual or annual basis specified amounts from the Fixed Account.

Dollar cost averaging transfers will continue out of the Fixed Account until exhausted or the Contract Owner instructs Nationwide in writing to discontinue the program.

In the case of a non-enhanced dollar cost averaging program from the Fixed Account, transfers from the Fixed Account must be equal to or less than 1/30th of the Contract Value allocated to the Fixed Account at the time the program is requested.

Please note that Nationwide may delay a transfer out of the Fixed Account for a period of up to six months from the date it receives the dollar cost averaging election from the Contract Owner.

Systematic Surrenders

Nationwide will process the Surrenders on a pro-rata basis from each Sub-Account of the Variable Account and the Fixed Account.

Annuitization

The following is added to the Contract.


Any amounts in the Fixed Account that the Contract Owner elects to annuitize as a variable payment annuity must be moved to a variable Sub-Account before the Annuitization Date.

FIXED ACCOUNT TABLE OF VALUES

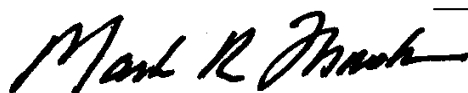
End of Contract Year	Guaranteed Account Value	Guaranteed Cash Surrender Value	End of Contract Year	Guaranteed Account Value	Guaranteed Cash Surrender Value
1	10,070	9,370	36	34,054	33,964
2	10,646	10,011	37	34,869	34,779
3	11,227	10,662	38	35,693	35,603
4	11,814	11,724	39	36,525	36,435
5	12,408	12,318	40	37,365	37,275
6	13,007	12,917	41	38,214	38,124
7	13,612	13,522	42	39,071	38,981
8	14,223	14,133	43	39,937	39,847
9	14,840	14,750	44	40,811	40,721
10	15,463	15,373	45	41,694	41,604
11	16,093	16,003	46	42,586	42,496
12	16,729	16,639	47	43,487	43,397
13	17,371	17,281	48	44,397	44,307
14	18,020	17,930	49	45,316	45,226
15	18,675	18,585	50	46,244	46,154
16	19,337	19,247	51	47,181	47,091
17	20,005	19,915	52	48,128	48,038
18	20,680	20,590	53	49,085	48,995
19	21,362	21,272	54	50,080	49,990
20	22,051	21,961	55	51,086	50,996
21	22,746	22,656	56	52,102	52,012
22	23,449	23,359	57	53,128	53,038
23	24,158	24,068	58	54,164	54,074
24	24,875	24,785	59	55,211	55,121
25	25,599	25,509	60	56,268	56,178
26	26,330	26,240	61	57,336	57,246
27	27,068	26,978	62	58,414	58,324
28	27,814	27,724	63	59,503	59,413
29	28,567	28,477	64	60,603	60,513
30	29,327	29,237	65	61,714	61,624
31	30,096	30,006	66	62,837	62,747
32	30,872	30,782	67	63,970	63,880
33	31,655	31,565	68	65,115	65,025
34	32,447	32,357	69	66,271	66,181
35	33,246	33,156	70	67,438	67,348

The Surrender Value may be increased by interest credited at a higher rate. The values shown above are guaranteed Surrender Values for the Fixed Account based upon: (1) a \$10,000 initial Purchase Payment; (2) starting in year 2, subsequent Purchase Payments made at the beginning of each year of \$500; and (3) interest credited at the minimum guaranteed rate of 1.0%. There is a \$30 Contract Maintenance Charge assessed when the Contract Value is less than \$50,000. The above table assumes no deduction for any applicable premium taxes and no partial withdrawals.

Executed for Nationwide by:



Secretary



President

<i>SERFF Tracking Number:</i>	<i>NWFA-125848465</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Nationwide Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>40553</i>
<i>Company Tracking Number:</i>	<i>VAC-0116AOCV</i>		
<i>TOI:</i>	<i>A03I Individual Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03I.002 Flexible Premium</i>
<i>Product Name:</i>	<i>Nationwide Destination L</i>		
<i>Project Name/Number:</i>	<i>/</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: NWFA-125848465 State: Arkansas
Filing Company: Nationwide Life Insurance Company State Tracking Number: 40553
Company Tracking Number: VAC-0116AOCV
TOI: A03I Individual Annuities - Deferred Variable Sub-TOI: A03I.002 Flexible Premium
Product Name: Nationwide Destination L
Project Name/Number: /

Supporting Document Schedules

Review Status:

Satisfied -Name: Certification/Notice 10/07/2008

Comments:

No flesch certification is attached as this is a variable annuity and exempted from ACA 23-80-206.

Attachments:

Cert of Compliance Reg 6.pdf
Cert of Compliance Reg 19.pdf
APO-6301-1 Important Notice.pdf
Life 3940-A - Guarantee Association Notice.pdf

Review Status:

Satisfied -Name: Memorandum of Variability 10/07/2008

Comments:

The required memorandum of variables is attached.

Attachment:

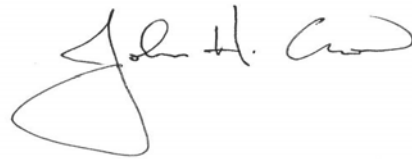
Memo of Variables.pdf

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Re: Form Number(s) VAC-0116CV

We certify that Regulation 6 has been reviewed and that the company is in compliance.
Nationwide was approved to issue variable contracts in Arkansas on November 9, 1982.

So certified this 10 day of October, 2008.

A handwritten signature in black ink, appearing to read "John H. Crow". The signature is stylized with a large loop at the beginning and a cursive end.

Signature

John H. Crow, Associate Vice President
Officer and Title

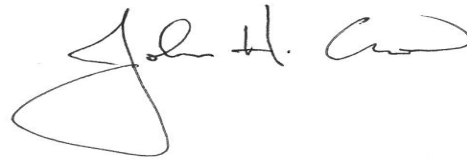
Nationwide Life Insurance Company
Name of Company

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

Re: Form Number(s) VAC-0116AOCV

We certify that these form(s) comply with Regulation 19s10B, as well as all applicable requirements of the Department.

So certified this 10 day of October, 2008.

A handwritten signature in black ink, appearing to read "John H. Crow". The signature is fluid and cursive, with a large loop at the beginning and a trailing flourish at the end.

Signature

John H. Crow, Associate Vice President
Officer and Title

Nationwide Life Insurance Company
Name of Company



IMPORTANT INFORMATION FOR CONTRACT OWNERS

If you need to contact someone about this contract for any reason, please contact the financial services professional who services your annuity contract. If you have additional questions or need assistance you may contact Nationwide's Annuity Customer Service. The address and telephone numbers are below.

The name, address, and telephone number of the financial services professional who services your contract is shown on the Transaction Confirmation statement enclosed with your new contract.

You may write to Customer Service at:

**Nationwide Life Insurance Company
P.O. Box 182021
Columbus, OH 43218-2021**

or call toll free between the hours of 8:00 a.m. and 4:30 p.m. Eastern Time.

1(800) 848-6331

If you feel you are not receiving adequate or reasonable service, you should feel free to contact:

**Arkansas Insurance Department
Consumer Services Division
1200 West Third Street
Little Rock, AR 72201-1904
1-800-852-5494**

<p style="text-align: center;">LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT</p>
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Residents of this state who purchase life insurance, annuities or disability insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association"). The purpose of this association is to assure that policy and contract owners will be protected, within limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting companies that are well managed and financially stable.

DISCLAIMER

The Arkansas Life and Disability Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in the state. You should not rely on coverage by Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Disability Insurance Guaranty Association
c/o The Liquidation Division
1200 West Third Street (Third & Cross)
Little Rock, Arkansas 72201-1904

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Disability Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Act's coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

COVERAGE

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity or disability insurance contract, or policy, or if they are insured under a group insurance contract issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

EXCLUSIONS FROM COVERAGE

However, persons owning such policies are NOT protected by the Guaranty Association if:

- They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);
- The insurer was not authorized to do business in this state;
- Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

- Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;
- Any policy of reinsurance (unless an assumption certificate was issued);
- Interest rate yields that exceed an average rate;
- Dividends and voting rights and experience rating credits;
- Credits given in connection with the administration of a policy for a group contract holder;
- Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);
- Unallocated annuity contracts (which give rights to group contract holders, not individuals);
- Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);
- Portions of an unallocated annuity contract not owed by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);
- Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;
- Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;
- Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliate benefit plan or its trustees).

LIMITS ON AMOUNT OF COVERAGE

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverage. Within this overall \$300,000 limit, the Association will not pay more than \$100,000 in health insurance benefits, \$100,000 in present value of annuity benefits, or \$100,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

MEMORANDUM OF VARIABLE ITEMS

Contract

Nationwide officers' signatures on the face page of the contract and the telephone number are bracketed as well as the annuity tables as they may change over time.

Contract Specifications Page

The bracketed items on the Contract Specifications Page are customized for each contract based on the information provided by the contract owner at time of application.

Applications

VAA-0118AO

- The post office box and zip code found in the address is bracketed as well as the phone number, as they may change over time.
- The marketing name and product identifier number in the top left hand corner and the bottom right-hand corner are bracketed as other proprietary relationships may decide to market this product.
- The underlying mutual fund options are bracketed in sections 2a, 3a, 3b, 4a and 4b to allow fund name changes or to add/delete funds from this product.

VAA-0119AO

- The bracketed items on the Electronic New Business Application are customized for each application based on the information provided by the contract owner at time of application.
- The post office box and zip code found in the address is bracketed as well as the phone number, as they may change over time.
- The underlying investment options are bracketed to allow fund name changes or to add/delete funds from this product.

Endorsement

Nationwide officers' signatures are bracketed as they change over time.

Options

Nationwide officers' signatures are bracketed as they change over time.